OC FAIR & EVENT CENTER
STANDARD AGREEMENTS FOR BOARD APPROVAL
JUNE 2021

NEW:

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	RECEIPT AMOUNT	NOT TO EXCEED EXPENSE AMOUNT
SA-037-21YR	Sound Media Fusion	Sound monitoring and mitigation consulsting services	Fair Time and Year Round	6/1/21-5/31/23 with Three (3) One (1) year options		$262,262; $678,560.60 (Inclusion all option years)
SA-004-21YR	McKinley Elevator	Elevator Maintenance Heroes Hall	Year round	1/1/21-12/31/21		$5,000.00
SA-034-21GE	Daniel Maika Hamamoto	To provide the performer “Danny Maika” on the Promenade Stage at the 2021 OC Fair.	Fair Time	07/16/21 - 07/18/21		$1,200.00
SA-043-21HB	Lawrence Isenberg f/s/o Which One's Pink?	To provide the performance group “Which One's Pink?” on the Hangar Stage at the 2021 OC Fair.	Fair Time	07/24/21		$8,000.00
SA-044-21HB	Music Zirconia Talent, LLC f/s/o George Michael Reborn	To provide the performance group “George Michael Reborn” on the Hangar Stage at the 2021 OC Fair.	Fair Time	08/05/21		$5,000.00
SA-045-21HB	Music Zirconia Talent, LLC f/s/o The Heart of Rock & Roll	To provide the performance group “The Heart of Rock & Roll” on the Hangar Stage at the 2021 OC Fair.	Fair Time	08/11/21		$3,000.00
SA-047-21HB	Dead Man's Party Inc.	To provide the performance group “Dead Man's Party” on the Hangar Stage at the 2021 OC Fair.	Fair Time	07/16/21		$5,000.00
SA-048-21HB	Alfredo Morales f/s/o Devotional and Technique	To provide the performance groups “Devotional” and "Technique" on the Hangar Stage at the 2021 OC Fair.	Fair Time	08/06/21		$2,500.00
SA-049-21HB	Music Zirconia Talent, LLC f/s/o 24K Magic	To provide the performance group “24K Magic” on the Hangar Stage at the 2021 OC Fair.	Fair Time	07/28/21		$2,500.00
SA-051-21HB	Music Zirconia Talent, LLC f/s/o Led Zepplica	To provide the performance group “Led Zepplica” on the Hangar Stage at the 2021 OC Fair.	Fair Time	08/14/21		$2,500.00
SA-053-21HB	Knight Entertainment f/s/o Damage Inc	To provide the performance group “Damage Inc.” on the Hangar Stage at the 2021 OC Fair.	Fair Time	07/18/21		$2,000.00
SA-054-21HB	Noise Pollution	To provide the performance group “Noise Pollution” on the Hangar Stage at the 2021 OC Fair.	Fair Time	07/18/21		$1,500.00
SA-055-21HB	B2 Design and Media Group f/s/o Twisted Gypsy	To provide the performance group “Twisted Gypsy” on the Hangar Stage at the 2021 OC Fair.	Fair Time	07/25/21		$2,750.00
SA-056-21HB	Music Zirconia Talent, LLC f/s/o ABBA L.A.	To provide the performance group “ABBA L.A.” on the Hangar Stage at the 2021 OC Fair.	Fair Time	07/17/21		$3,000.00
SA-057-21PA	RHD, LLP f/s/o Roger Daltrey	To provide the performer “Roger Daltrey” at Pacific Amphitheatre	Fair Time	08/29/21		$137,500.00
SA-058-21GE	All-Alaskan Racing Pigs	To provide the "All-Alaskan Racing Pigs” at the 2021 OC Fair.	Fair Time	07/16/21 - 08/15/21		$37,600.00
SA-059-21HB	Music Zirconia Talent, LLC f/s/o Arena	To provide the performance group “Arena” on the Hangar Stage at the 2021 OC Fair.	Fair Time	07/30/21		$1,250.00
SA-060-21HB	Music Zirconia Talent, LLC f/s/o Substance	To provide the performance group “Substance” on the Hangar Stage at the 2021 OC Fair.	Fair Time	07/30/21		$1,000.00
SA-061-21HB	Music Zirconia Talent, LLC f/s/o No Duh	To provide the performance group “No Duh” on the Hangar Stage at the 2021 OC Fair.	Fair Time	07/31/21		$2,500.00
SA-062-21HB	Music Zirconia Talent, LLC f/s/o Red Not Chili Peppers	To provide the performance group “Red Not Chili Peppers” on the Hangar Stage at the 2021 OC Fair.	Fair Time	07/31/21		$1,500.00
SA-063-21GE	Mark My, Inc.	To provide the performance group “Comedy Hynotist Mark Yuzuik” on the Plaza Pacifica Stage at the 2021 OC Fair.	Fair Time	07/16/21 - 08/15/21		$26,500.00
SA-064-21GE	Mike Barnard	To provide "Tadpole The Clown" at the 2021 OC Fair.	Fair Time	07/16/21 - 08/15/21		$13,800.00

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NEW:

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	RECEIPT AMOUNT	NOT TO EXCEED EXPENSE AMOUNT
SA-065-21GE	Karen Barnard	To provide "Katie The Clown" at the 2021 OC Fair.	Fair Time	07/16/21 - 08/15/21		$13,800.00
SA-066-21LS	Allen Mesick	Educational Fiber Exhibit and Display	Fair Time	8/3/21-8/16/21		$4,500.00
SA-067-21LS	California Rabbit and Cavy Shows Inc.	Double Open Rabbit, Youth Rabbit & Open Cavy Show	Fair Time	7/25/21-7/25/21		$0.00
SA-068-21LS	Fiesian Horse Club of Socal	Educational Friesian Horse Exhibits and Displays	Fair Time	8/3/21-8/9/21		$1,000.00
~~SA-069-21LS~~	~~Golden West Game Breeders~~	~~Game Bird Exhibits and Displays~~	~~Fair Time~~	~~8/3/21-8/16/21~~	Vendor Cancelled	~~$1,200.00~~
SA-070-21LS	Great American Entertainment	Provide the Great American Petting Zoo	Fair Time	7/5/21-8/16/21		$18,400.00
SA-071-21LS	Kruse Feed & Supply	Livestock show supplies and chicken display	Fair Time	8/3/21-8/16/21		$0.00
SA-072-21LS	Oasis Camel Dairy LLC	Provide an educational camel dairy exhibit	Fair Time	8/3/21-8/16/21		$14,999.00
SA-073-21LS	Rose Marie Garner	Poultry Health Inspection Services	Fair Time	7/6/21-7/18/21		$300.00
SA-074-21LS	Saddlebck Veterinary Services	Veterinary Services	Fair Time	7/5/21-8/15/21		$4,000.00
SA-075-21LS	Theresa Vargas	Chicken exhibit	Fair Time	8/3/21-8/16/21		$1,200.00
SA-076-21CF	Scott Bros Dairy	Dairy exhibit	Fair Time	7/12/2021-8/16/21		$0.00
SA-077-21CF	Regents of the Univ of CA/UCCE OC Gardener	Gardening and food preservation information	Fair Time	7/12/2021-8/16/21		$0.00
SA-078-21CF	CA Rare Fruit Growers, Inc.	Rare and tropical fruits exhibit	Fair Time	7/2/2021-8/19/21		$630.00
SA-079-21CF	Orange County Beekers Association	Bee keeping exhibit	Fair Time	7/12/2021-8/19/21		$0.00
SA-080-21HB	Scott Patterson f/s/o Atomic Punks	To provide the performance group “Atomic Punks” on the Hangar Stage at the 2021 OC Fair.	Fair Time	08/15/21		$2,000.00
SA-082-21HB	Scott Patterson f/s/o Motley Inc	To provide the performance group “Motley Inc.” on the Hangar Stage at the 2021 OC Fair.	Fair Time	08/15/21		$2,000.00
SA-083-21FT	Monster Displays	Printing	Fair Time	6/2/21-7/30/21		$35,910.77
SA-084-21YR	Richardson Technologies Incorporated	HVAC Maintenance	Year round	6/1/21-2/1/22		$17,500.00
SA-085-21YR	Medical And Safety, Inc.	Emergency medical technician services	Fair Time and Year Round	7/1/21-6/30/23 (with 3, One year		$197.714; $515,834 (with inclusion option
SA-086-21FT	Williams Scotsman Inc.	Unisex restroom trailer rental	Fair Time	6/10/21-6/9/23 (With 3, one year		$44,645; $125,916 (Inclusion option
SA-087-21YR	Statewide Seating & Grandstands Inc.	Temporary bleacher rental	Fair Time and Year Round	7/1/21-6/30/22 (with 4, one year		$162,160; $420,923 (With all option years)
SA-089-21PA	Jo Koy Entertainment, LLC f/s/o Jo Koy	To provide the performer “Jo Koy” at Pacific Amphitheatre.	Fair Time	08/15/21		$237,500.00

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NEW:

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	RECEIPT AMOUNT	NOT TO EXCEED EXPENSE AMOUNT
SA-090-21PA	Cheap Trick Touring, Inc f/s/o Cheap Trick	To provide the performer “Cheap Trick” at Pacific Amphitheatre.	Fair Time	08/11/21		$87,500.00
SA-091-21HB	Music Zirconia Talent LLC f/s/o Don't Stop Believin	To provide the performance group “Don't Stop Believin'” on the Hangar Stage at the 2021 OC Fair.	Fair Time	07/26/21		$4,500.00
SA-092-21SP	RMD Group Inc. (Ford Dealers)	Sponsorship	Fair Time	7/29/21-08/01/21	$26,250.00	
SA-093-21SP	Southern California News Group Authorization	Sponsorship	Fair Time	UE-08/13/21	$66,584.00	
SA-094-21SP	El Aviso	Sponsorship	Fair Time	07/16/21-08/15/21	$37,046.00	
SA-095-21HB	Christopher A. Willshire f/s/o Private Eyes	To provide the performance group “Private Eyes” on the Hangar Stage at the 2021 OC Fair.	Fair Time	07/21/21		$1,800.00
SA-097-21PA	Dack Janiel's Touring, Inc. f/s/o Chase Rice	To provide the performer “Chase Rice” at Pacific Amphitheatre.	Fair Time	09/02/21		$72,500.00
SA-098-21PA	Wandering Hazel Touring, Inc. f/s/o Sister Hazel	To provide the performance group “Blue Oyster Cult" at Pacific Amphitheatre.	Fair Time	08/25/21		$25,000.00
SA-099-21PA	3.O.C. Music Inc. f/s/o Blue Oyster Cult	To provide the performance group “Sister Hazel" at Pacific Amphitheatre.	Fair Time	08/11/21		$25,000.00

AMENDMENTS:

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	CHANGE IN RECEIPT AMOUNT	CHANGE IN NOT TO EXCEED EXPENSE
SA-012-21YR (Amend. #1)	Khavarian Enterprises DBA: Vision Communications	Radio rental. There was an error in original contract, only one month of funding was included. This amendment is to add for another 11 months for each year	Fair time and year round	4/1/21-3/31/23 with (3) one year options		$83,600.00 ($41,800 each year 2021, 2022); ($125,400 for 3 option years)
SA-118-19YR (Amend. #2)	UTP Productions, Inc.	To amend the original contract for providing payroll services for members of Local 504 of the IATSE union for Pacific Amphitheatre by increasing the original flat rate of 26% to 27% of payroll.	Fair time			$0.00 (no increase due to reduction in the number of events and no increase in payroll rates).

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 03/19)

R A F KK

AGREEMENT NUMBER
SA-004-21YR

REGISTRATION NUMBER

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

STATE AGENCY'S NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION

CONTRACTOR'S NAME
McKinley Elevator Corporation

2. The term of this Agreement is: **01/01/21** through **12/31/2021** **FED ID:**

3. The maximum amount of this Agreement is: **$5,000.00**

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – **Contractor to provide elevator maintenance for the Heroes Hall at the OC Fair & Event Center. Additional Scope of Work on pages 2.**	Pages 2-3
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 4
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 5-7
Check mark one item below as Exhibit D:	
☒ Exhibit - D Special Terms and Conditions - CCC (Attached hereto as part of this agreement)	Pages 8-11
☐ Exhibit - D* Special Terms and Conditions	
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 12-14
Exhibit F – Megan's Law Screening & Certification (Attached hereto as part of this agreement)	Pages 15-16
Exhibit G - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES	3 Pages

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
McKinley Elevator Corporation

BY *(Authorized Signature)* ✍ | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING
Dan Evans

ADDRESS
17611 Armstrong Avenue, Irvine, CA 92614
Office: (949) 261-9244 email: Scott.moon@McKinleyElevator.com

STATE OF CALIFORNIA

AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION

BY *(Authorized Signature)* ✍ | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING
Ken Karns, CFE, VP, Operations

ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK

CONTRACT REPRESENTATIVES

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER
Dean Lassiter, Project Manager
Phone Number (714) 708-1597

McKinley Elevator Corporation
Scott Moon
(949) 261-9244 email: Scott.moon@McKinleyElevator.com

The District reserves the right to terminate any contract without cause at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations and/or performances required in the terms of the contract.

1. **Scope of Work**:

A. To provide BI Annual preventative maintenance on the elevator at Heroes Hall

B. To perform the following services:

Inspect and service your equipment as described on the Service Check List. No repair or service other than normal schedule service shall be performed without first acquiring authorization from your company. If necessary repairs are authorized at the time of normal maintenance, this work shall be performed at the current hourly labor rate.

Scheduled service rates are based on performing the service on all units on a one (1) trip basis. Charge for the regular Scheduled Service Program is per unit per call. The customer will be billed after each service call. Additional service calls not scheduled under this agreement will be billed at the prevailing rate.

McKinley Elevator Corporation employs trained technicians. All inspections and adjustments covered by this agreement will be made in a workmanlike manner, however as all machinery is subject to wear and tear and various working conditions, over which McKinley Elevator Corporation has no control, McKinley disclaim any responsibility for injury to persons or property, either directly or indirectly by reason of accidents caused by the equipment under this agreement.

Contractor to render service described on the following Residential/Commercial Elevator(s):

Make	Model
Garaventa	Hydro

Residential Elevators

	INSPECTION	ADJUSTMENT	LUBRICATION
Hydraulic Oil Leaks	x		
Hydraulic Hose Condition	x		
Hydraulic Lift Cylinder Seals and Packings	x		
Hydraulic Lift Cylinder Ram Condition	x		
Hydraluic Lift Cylinder Drifting	x		
Hydraulic Pump	x		
Lifting Cable Condition	x		
Tightness of Lifting Cable Clamps	x		
Roller Condition	x		
Cable Sheave Condition	x		
Slack or Broken Cable Safety Cams	x		
Warning Signs in Place	x		
Guide Beam Condition	x		
Welds and Mounting Hardware	x		
Carriage Condition	x		
Gate Condition	x		
Safety Gate Interlock Mechanism and Switches	x	x	
Up and Down Switch Operation	x	x	
Hydraulic Pressure Switch	x	x	
Hydraulic Pump Operation	x	x	
Operation of Automatic Load Stops	x	x	
Grease All Zerk Fittings On Cable	x		x
Grease All Zerk Fittings on Safety Stops	x		x
Grease All Zerk Fittings On Carriage Wheels	x		x
Apply Grease To Cables	x		x
Check Hydraulic Oil Reservoir	x		x
Lubricate Guide Beams	x		x

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5100-20

PAYMENT PROVISIONS:

Payment will be made net 30 upon satisfactory completion of services herein required and upon receipt of proper itemized invoice submitted at the conclusion of each service call. Itemized invoice to include the following:

$400 per visit for bi-annual maintenance
Any additional call will be billed at prevailing wage rate.

All invoices are to be itemized and contain the District's Purchase Order (PO) number 49756. Invoices may be sent via email to AP@ocfair.com and Copy dlassiter@ocfair.com or mailed as follows:

OC Fair & Event Center
Attn: Accounts Payable
88 Fair Drive
Costa Mesa, CA 92626

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION: The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses arising out of the performance of this Agreement but only to the extent that such claims or losses are caused by or connected with the negligent act or omission, or willful misconduct of Contractor, its agents, subcontractor, suppliers, or any of these entities' employees. To the extent that any damages are awarded which have been adjudicated or determined to have arisen out of the negligence or misconduct of the indemnified parties, the indemnified parties shall be responsible for their share of damages assessed and defense costs incurred. Any and all defense costs shall be reallocated in accordance with the determination by a Court or arbitrator of the extent of liability or responsibility of the various parties. This paragraph shall supersede any conflicting language in this contract.

Notwithstanding any provision or statement to the contrary contained in this Subcontract Agreement or the Contract Documents, no individual officer or employee of Subcontractor is providing a personal guaranty to this agreement nor is said officer or employee individually a party to this Subcontract Agreement. The individual signing the Subcontract Contract is acting as an agent for the Subcontractor. Any language that attempts to create a personal guarantee is hereby rejected.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR*:* Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
a. The Government Code Chapter on Antitrust claims contains the following definitions:
1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS**:**

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:
If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;

2) the person's or organization's policy of maintaining a drug-free workplace;

3) any available counseling, rehabilitation and employee assistance programs; and,

4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority #19-01

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate – The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. Coverages:

   a. General Liability-Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall be not less than **$5,000,000 per occurrence** for Fairtime Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); $**5,000,000 per occurrence** for the following types of Motorized Events: automobile races, drifting exhibitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock; **$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motor cycle thrill shows and stunt teams, ATV, sand drags, go karts, snow mobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races; **$3,000,000 per occurrence** for Rodeo Events all types **with a paid gate** and any Rough Stock events; **$2,000,000 per occurrence** for Rodeo Events All Types **without a paid gate** and with any Rough Stock events and for Swap Meets/Flea Markets held two or more times per calendar year; **$2,000,000 per occurrence** for the following Motorized events: car jumping contests/ demonstrations of hydraulic modifications to automobiles; **$2,000,000 per occurrence** for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Cannabis Festivals/Trade Shows, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; **$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events; **$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required. The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the contractor/renter's activities, or business to be conducted under the contract or rental agreement/lease, must be listed in the Certificate of Insurance. If there is a self-insured retention or deductible in the contractor/renter's coverage equal to or in excess of $100,000, the self-insured retention/deductible amount shall be included as part of the Certificate of Insurance. A copy of the contractor/renter's policy declaration page containing this information as an attachment/exhibit to the Certificate of Insurance will be acceptable, provided it contains all the aforementioned information.

b. Automobile Liability –Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form #CA 00-01, Symbol #1 (Any Auto) with limits of not less than $1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.

c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

d. Medical Malpractice – Medical Malpractice coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving medical services.

e. Liquor – Liquor Liability coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

5. Certificate Holder:
   - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
   - For Master Insurance Certificates Only – California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

B. CFSA Special Events Program – The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

C. Master Certificates – A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

D. Self-Insurance – The contract/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

1. Maintenance of Coverage – The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.

2. Primary Coverage – The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

3. Contractor's Responsibility – Nothing herein shall be construed as limiting in anyway the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. The contractor/renter's indemnity obligations shall survive the expiration, termination or assignment of this contract.

4. Certified Copies of Policies – Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

For hazardous participant events, the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter. Hazardous participant events include but are not limited to any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority at (916) 921-2213 for further information.

-End Exhibit E-

EXHIBIT F – MEGAN'S LAW SCREENING & CERTIFICATION

OC Fair & Event Center
Megan's Law Screening Certification and Listing

This form must be completed legibly, with all information requested. Typewritten or computer-generated forms or reports may be substituted provided that: all required information is included in columnar form, and the listing report is attached to this form. The certification section must be signed by an authorized representative of the contractor.

Company/Organization Name:_____
Contact Name:_____ **Contact Telephone :**_____

Type of Company/Organization (Circle one): **Contractor** **Consultant** **Concessionaire** **Entertainer** **Exhibitor** **Volunteer**

Other/Explanation if Needed:_____

The undersigned represents and warrants that attached to this Megan's Law Screening Certification and Listing is a full, true, correct, complete, and accurate listing of all persons scheduled to work or volunteer for the company/organization identified above ("Contractor") during the annual OC Fair or Youth Expo. If any other or additional individuals will be performing work, labor, or services, I understand that my company/organization is required to submit a supplemental listing(s) identifying those individuals.

The undersigned represents and warrants that all persons and individuals performing services on behalf of Contractor, including, but not limited to, its agents, employees, subcontractors, and volunteers have been screened for sex offender registration before each individual commenced work, services, and/or was present at the OCFEC facility. The undersigned represents and warrants that no individual who is a registered sex offender will be assigned or permitted to perform services on behalf of Contractor at or on OCFEC premises.

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless OCFEC from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of Contractor's obligations under this Megan's Law Screening Certification and Listing, regardless of responsibility of negligence; by reason of death, injury, property damage, however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Contractor, or any of its employees or agents).

The undersigned represents and warrants that he/she is fully authorized to execute this Megan's Law Screening Certification and Listing on behalf of Contractor.

_____ _____
Company/Organization Representative's Signature Title of Representative

_____ _____
Printed Name Date

*****OC Fair Staff & Event Center – Please submit completed forms to the Human Resources Department*****

Megan's Law Screening Listing

Full Name (Last, First Middle)	Full Name (Last, First Middle)

Please duplicate this listing sheet if additional space is required

*****OC Fair & Event Center Staff – Please submit completed forms to the Human Resources Department*****

Exhibit G
COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

V06042020

1. **SCOPE**
As a result of the worldwide COVID-19 pandemic, the 32nd District Agricultural Association (OCFEC) implemented numerous essential protocols and procedures to protect OCFEC staff, renters, event promoter/producer employees, exhibitors, vendors, contractors, subcontractors, volunteers and members of the public. These protocols and procedures do not supersede or replace any existing orders issued by local governments, the State of California or the Federal Government. The protocol and procedure guidelines (COVID-19 Guidelines) apply equally to all organizations and persons doing business on OCFEC property, both public and private, and all event types, commercial, trade or other, hosted at the OCFEC.

2. **SICK, ELDERLY AND VULNERABLE PERSONS**
Anyone who feels sick should remain at home. In addition, high-risk persons who are over 65 years of age, or anyone with chronic illness or underlying medical conditions, should continue to follow recommendations to stay at home and limit public interaction.

3. **PHYSICAL DISTANCING IN THE WORKPLACE**
Physical distancing of a minimum of six (6) feet should be maintained between customer-facing employees and the general public, and – to the extent practical – between employees in the field or at employee workstations. Where isolation of employees in the field or at employee workstations is impractical, face coverings must be worn without exception.

4. **HANDWASHING, PERSONAL PROTECTIVE EQUIPMENT, AND TESTING**
Renters, event promoters, event producers, exhibitors, vendors, and their respective contractors, subcontractors and volunteers (collectively, "Business Partners") conducting business at the OCFEC must require all customer-facing employees to either wash their hands or use hand sanitizer every thirty minutes, or wear disposable gloves which are to be changed as frequently as specified by guidelines established for each applicable job assignment. Face coverings must be provided to all employees.

   Before starting a shift, all OCFEC employees and all Business Partner employees, must have their temperatures taken and documented, and individual(s) will not be permitted to remain at work if the temperature reading exceeds 100.4 degrees (°) Fahrenheit. Affected individual(s) may only return to work after registering and documenting their temperature reading below 100.4° Fahrenheit for seventy-two (72) consecutive hours.

   All OCFEC event attendees, before entering OCFEC premises, must have their temperatures taken and documented. Any OCFEC event attendee with a temperature reading above 100.4° Fahrenheit will not be permitted to attend the event and will be required to immediately leave the OCFEC premises. Paid admission/parking fee refunds will be subject to processing schedule.

   All competitive professional and amateur sports participants, including youth sports participants, must be tested for COVID-19 at least one (1) week before the date of the scheduled competition, and will not be permitted to compete if the intended participant tests positive for COVID-19. If the intended participant tests positive for COVID-19, he/she will not be allowed to participate in any activities at the OCFEC until after (i) receiving a negative result on a subsequent COVID-19 test and (ii) satisfying the specified 14-day (or otherwise governmentally specified) COVID-19 quarantine period.

EXHIBIT V - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

OCFEC Business Partners should make every effort to limit physical touch points at their respective places of business, including at the OCFEC. All OCFEC event promoters must significantly increase frequency of sanitation and disinfection measures at all workstations and equipment that come into contact with OCFEC employees and the general public. All OCFEC Business Partners must assess and identify the frequency of necessary sanitation and disinfection practices, and will review and agree upon a sanitation and disinfection schedule with the OCFEC.

Face coverings and disposable gloves must be worn by all OCFEC Business Partner customer-facing employees. All OCFEC event attendees and visitors must wear appropriate face coverings. Physical barriers, if available, are preferred but not required as the general public will make the personal decision of whether to attend an event at the OCFEC and/or patronize an OCFEC Business Partner. For the benefit of the public, OCFEC employees and Business Partner employees, handwashing or hand sanitizing should be done as soon as possible following the handling of materials that come in contact with the general public.

5. **EVENT ATTENDANCE LIMITATIONS**

Attendance at all OCFEC events, including all move-in and move-out activities, must be limited at any given time, to no more than the current maximum attendance levels permitted by all applicable local and state orders or laws.

OCFEC Business Partners must establish and actively enforce measures to monitor and ensure attendance limitation compliance. If an OFCEC Business Partner fails to comply with event attendance limitations, the OCFEC in its sole and absolute discretion may cancel the event without notice and refer the matter to local law enforcement.

6. **OCFEC BUSINESS PARTNER COMPLIANCE**

OCFEC Business Partners shall make every effort to assure compliance with COVID-19 related mitigation requirements. If an OCFEC Business Partner fails to comply with these COVID-19 Guidelines, the OCFEC in its sole and absolute discretion may close non-compliant event spaces, exhibitor spaces or other such rental spaces, or may cancel the event without notice and refer the matter to local law enforcement.

7. **COVID-19 RELEASE AND WAIVER OF LIABILITY**

As consideration for being permitted to conduct event activities at the OCFEC, OCFEC Business Partners must acknowledge and agree to all COVID-19 Pandemic and related governmental orders, directives and guidelines, and forever release the 32nd District Agricultural Association, the State, California Fair Services Authority ("CFSA"), the County, the Lessor, and any fair affiliated organization, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner's employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner's participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.

EXHIBIT V - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

8. **EVENT ORGANIZATION PROTOCOLS**
   Each OCFEC Business Partner must submit event organization-specific COVID-19 related infection mitigation protocols and procedures for OCFEC review and approval no later thirty (30) days before the event's scheduled move-in date. The OCFEC reserves the right to reject any protocols and procedures that are in conflict with, or are less stringent than, the COVID-19 Guidelines. If the OCFEC rejects the OCFEC Business Partner's COVID-19 related infection mitigation protocols and procedures, the OCFEC Business Partner must resubmit revised infection mitigation protocols and procedures for review no less than fifteen (15) days before the event's scheduled move-in date. If OCFEC Business Partner fails to submit the COVID-19 related infection mitigation protocols and procedures on time, the OCFEC in its sole and absolute discretion may terminate the agreement and cancel the event without notice.

9. **FURTHER ACTION AS NECESSARY**
   The OCFEC reserves the right to modify these COVID-19 Guidelines as circumstances warrant. Specifically, the OCFEC recognizes that additional restrictions not reflected in these guidelines may be necessary to address the health and safety of certain populations depending upon their age or underlying health concerns, or otherwise to address medical issues as they arise.

I HAVE CAREFULLY READ THIS AGREEMENT EXHIBIT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A CONTRACTUAL AGREEMENT BETWEEN MYSELF AND THE 32ND DISTRICT AGRICULTURAL ASSOCIATION, THE STATE, CFSA, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed on _____, 20____.

OCFEC BUSINESS PARTNER:

_____
Signature

_____
Address

_____
Address

STATE OF CALIFORNIA
STANDARD AGREEMENT **R_____ A_____ F_____**
STD 213 (Rev. 03/2019)

AGREEMENT NUMBER
SA-037-21YR

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
SOUND MEDIA FUSION, LLC

2. The term of this Agreement is: **06/01//2021** through **05/31/2023** **FED ID:**
With three (3) one (1) year options
(**06/01/2023-05/31/2024; 06/01/2024-05/31/2025; 06/01/2025-05/31/2026)**

3. The maximum amount of this Agreement is: **$262,262; $678,560.60 (Inclusion all option years)**
(2021-$128,250; 2022-$134,012; 2023-$132,365.6; 2024-$141,156; 2025-$142,777

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work **–** To provide sound monitoring and mitigation consulting services to the OC Fair & Event Center	Pages 2-4
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 12-16
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 17-20
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 21-24
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 25-27
Exhibit F – OCFEC Megan's Law Screening & Certification Form (Attached hereto as part of this agreement)	Pages 28-29
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 30-31
Exhibit H – Additional Contract Terms & Conditions (Attached hereto as part of this agreement)	Pages 32-36
Exhibit I – COVID-19 Infection Mitigation Protocol & Procedure Guidelines (Attached hereto as part of this agreement)	Pages 37-19
Exhibit J – Addendum 1, 2	Pages 40-42

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
Sound Media Fusion, LLC

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Gary Hardesty, Director

CONTRACTOR BUSINESS ADDRESS
16524 Arminta St., Van Nuys, CA 91406, (818) 482-0193, audiomicro42@gmail.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND District Agricultural Association/OC Fair & Event Center

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Michele Richards, Chief Executive Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACT REPRESENTATIVES

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER
Jason Jacobson, Director of Technology & Productions
Phone Number (714) 708-1549

Sound Media Fusion, LLC
Gary Hardesty, Director
Cell (818) 482-0193, email: audiomicro42@gmail.com

The District's Request For Proposal (RFP), Sound Monitoring And Mitigation Consulting Services released March 26, 2021, is on file in the Office of the 32nd District Agricultural Association, and is incorporated herein by reference and made a part of this agreement.

The Contractor proposal for Sound Monitoring And Mitigation Consulting Services dated April 3, 2021 is on file in the Office of the 32nd District Agricultural Association, and is incorporated herein by reference and made part of this agreement.

Minimum Requirements:

A. Contractor and/or Contractor Personnel shall have demonstrated technical ability in acoustic design, audio testing, sound monitoring and mitigation.

B. Contractor and/or Contractor Personnel shall have demonstrated understanding of design criteria, technical requirements and an ability to adhere to the overall intent of the specifications contained in the RFP.

C. Contractor and/or Contractor Personnel shall have documented evidence of five (5) years of relevant experience providing similar services for the last two (2) years that is equivalent to the OC Fair and Event Center meeting the following requirements:

1. Two (2) or more consecutive days of performance in multiple locations in a fixed, non-touring application;

2. Concert venue services by Contractor had a minimum of 4,000 seating capacity;

3. Event venue services by Contractor had daily attendance of 30,000 or more per day;

4. Contractor was primary acoustic design and sound monitoring and mitigation service provider; and

5. Contractor serviced a minimum of one (1) equivalent venue in 2018 and/or 2019

SCOPE OF WORK:

A. OVERVIEW OF CURRENT SOUND MONITORING AND MITIGATION

A general awareness of all District sound systems is important to understand the critical task of maintaining specific sound levels for all areas in order to minimize the overall impact of sound from the property onto surrounding neighborhoods. Four (4) primary sound systems exist within the confines of the district property, all of which are included in the scope of this RFP. In addition to the four (4) systems described below, there maybe be other stages and/or noise generating activities on grounds such as carnival and food stand PA/sound systems, etc. that Contractor may be engaged by the District to address.

1. Pacific Amphitheatre

a. The Pacific Amphitheatre is an 8,200-seat, open-air outdoor venue which currently consists of a large line array speaker system along with complex stage monitoring systems.

b. This venue is primarily used during the annual OC Fair as a premier music venue, typically featuring a 23-day headline concert series with acts such as Steve Miller Band, the OffSpring, The B-52s, and Alan Jackson. Most recently, the summer concert series has been expanded to include up to 10 additional shows (pre- and post-Fair).

c. During the annual OC Fair, the venue generally operates Wednesday through Sunday from 7:00 pm to 10:00 pm.

d. Year-round events may include Pacific Symphony, Easter Sunday services, commencement ceremonies, music festivals and expanded headline concerts throughout the year.

e. All events with amplified sound taking place at the Pacific Amphitheatre require sound monitoring and mitigation services determined by the District.

f. A Decibel Level and Sound Covenant for the Pacific Amphitheatre was established as a result of litigation brought against the District regarding noise complaints and must be adhered to at all times. Details of the Covenant are included below in Paragraph 5.A and 5.B

g. A detailed plan view of the Pacific Amphitheatre is included in Part IX, Attachment B.

2. The Hangar

a. The Hangar is a 23,000 square foot semi-enclosed concert and event venue with seating for approximately 1,430 people and additional standing room for 225 individuals.

b. During the annual OC Fair, various community acts and presentations take place on stage throughout the day, followed by a mid-level headliner/tribute band performance and video presentation at night. In addition, a multimedia show with pyrotechnic display takes place above The Hangar/Main Mall area each night of the OC Fair and includes a musical accompaniment.

c. During the annual OC Fair, the venue typically operates from Wednesday through Friday 12:00 noon to 11:00 p.m. and on Saturday and Sunday from 11:00 a.m. to 11:00 p.m.

d. The Hangar sound system for the annual OC Fair currently consists of a line- array based stage system and includes two (2) small arrays flown outside to cover a portion of the Main Mall. The current sound system design is intended to focus the sound into the audience area using a high-Q line array approach. This approach currently includes a cardioid sub-woofer array, with the requirement to reduce, as much as possible, rear speaker radiation.

e. System frequency response is intended to cover the range of 50 Hz to 12 kHz +/- 4 dB in all seating and audience areas in The Hangar (Main Mall system excluded).

f. Year round, The Hangar is used for a variety of events, including boxing and other fighting events, music festivals, food festivals, corporate events, community performances, etc. Sound monitoring and mitigation services will be required on an event-by-event basis.

g. A detailed plan view of The Hangar has been included in Part IX, Attachment C.

3. Action Sports Arena

a. The Action Sports Arena is an outdoor, opened-air venue, with fixed grandstand and temporary seating for approximately 6,000 people and additional standing room for 500 individuals.

b. During the annual OC Fair, the venue typically operates Wednesday through Friday from 7:00 p.m. to 11: 00 p.m. and Saturday and Sunday from 6:00 p.m. to 11:00 p.m.

c. Events held during the annual OC Fair include X-Treme sports, Freestyle Moto-X, Speedway Motorcycle races, Monster Trucks, Demolition Derby and Rodeo activities.

d. Year round, events in the Action Sports Arena include weekly auto races facilitated by International Speedway May through September.

e. In 2014, the District installed a permanent, multi-zoned, directional, high- performance sound system in order to maximize sound levels for the audience while minimizing out-of-venue sound and nuisance noise. The speaker type, focus and placement are designed to minimize sound spill into nearby populated areas. The District system includes all amplifiers, processing and speakers for the four audience grandstands.

f. A detailed plan view of the Action Sports Arena has been included in Part IX, Attachment D.

4. Heritage Stage

a. The Heritage Stage is an outdoor, open-air venue which accommodates seating for approximately 750 people with additional standing room in the open Park Plaza area surrounding the stage.

b. During the annual OC Fair, this venue typically operates Wednesday through Friday from 12:00 p.m. to 11:00 p.m. and Saturday and Sunday from 11:00 a.m. to 11:00 p.m.

c. Performances take place on stage include community acts during the day and professional entertainment at night such as a hypnotist, dance groups, acrobats, etc.

d. Contractors shall utilize all appropriate sound mitigation measures to ensure the system does not negatively impact OC Fair patron experience in other venues as well as neighboring housing areas.

e. The current design includes a small flown speaker system and front fill speakers, in order to adequately cover the audience area, while keeping the bulk of the sound energy confined to the audience footprint and allowing, for overflow, a lower level of operation, due to the rear field listening experience.

f. The current system consists of a main L/R house system, cardioid subwoofers (mandatory), front filled system and a fully functioning stage monitoring system.

g. A plan view detail of the Heritage Stage has been included in Part IX, Attachment E.

5. Pacific Amphitheater Decibel Level and Sound Covenant

Property-wide noise mitigation is required, including compliance with the Pacific Amphitheatre Decibel Level and Sound Covenant detailed below which is included in all Pacific Amphitheatre performance contracts.

The following limitations on sound generated by events in the Pacific Amphitheatre as detailed in Paragraph A below have been established pursuant to litigation in the case of Orange County Fair Preservation Society v. 32nd District Agricultural Association, Orange County Superior Court No. 30-2012-00538751 and cannot be exceeded under any circumstances. Further, in support of the standards in Paragraph A below, the District maintains decibel maximums for sound generated by events as witnessed by listening tests and measurements at various locations within the District property and surrounding housing areas. These restrictions are detailed in Paragraph B below. By entering into the agreement to provide entertainment at the Pacific Amphitheatre, the Contractor specifically agrees to abide by these limits and the directives of the designated Sound Monitor or other designee.

A. Sound Levels Standards

Sound Level Standards	
Location Management:	Sound Level:
Residential neighborhoods (housing areas) adjacent to the OC Fair & Event Center	55 dB(A)

The sound levels emanating from the Pacific Amphitheatre shall not exceed:

1. The application Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or

2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than 15 minutes in any hour; or

3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or

4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour; or

5. The applicable sound level standard plus twenty (20) dB(A) for any period of time.

B. District-Required Sound Level Requirements

Sound Level Standards	
Location Measurement:	Sound Level:
The surrounding housing areas	55 dB(A)
Pacific Amphitheatre Front of House	100dB, no weighting

The sound levels emanating from the Pacific Amphitheatre shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or

2. The Applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour, as measured in the housing areas; or

3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour, as measured in the housing areas; or

4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than (1) one minute in any hour, as measured in the housing areas; or

5. The applicable Sound Level Standard plus twenty (20) DBA for any period of time.

Note that the Front of House sound system, stage monitors and band instruments, are all contributors to the environmental noise that fall under this agreement, separately and/or in combination.

Contractor shall be bound by this Decibel Level and Sound Covenant and shall at all times during any pre-concert sound checks and the concert itself, operate within the sound level restriction. Listening tests and random readings will be taken by the District throughout sound check and performance and Contractor will be advised by the District immediately in the event of any violation(s), whether the violation is based on the housing area listing test (based on the sole professional judgment of the District), a measurement, a complaint, or a combination thereof. Contractor agrees that upon discovery or notification by either the designated Sound Monitor or other designee of any occurrence of sound level exceedance, Contractor shall upon notice by the District immediately adjust the sound level to come into compliance with sound levels specification. The determination of sound level exceedance is at the sole discretion of the District's designated sound monitor or other designee.

The Contractor is advised that in the event of any repeated violation(s) of these standards by an audio provider, after notice by the Contractor, the audio provider may be subject to fines and/or penalties by public agencies other than the District, including federal, state, and/or local governmental or regulatory agencies.

In the event of repeated violations after notice by the Contractor, to the audio provider, the District may require the Contractor to immediately cease the performance.

B. GENERAL REQUIREMENTS

1. Contractor shall provide on the Financial Proposal Bid Form (see Part X - Forms) for both Sound Monitoring with an “all inclusive” day rate and Sound Mitigation/Special Projects with an “all inclusive” hourly rate which will consist of all labor and expenses, setup & teardown including, but not limited to, hardware, software, equipment, supplies, personnel, materials, travel, accommodations, transportation and meals. All costs include California sales and any other taxes or fees, if applicable. Contractor shall not bill the District any additional charges.

2. The District will determine number of days and hours to be used for each Fair (Days subject to change due to pre- and post-Fair concerts and Fair schedule), District will notify Contractor of schedule 3-4 weeks in advance of Fair or event.

3. The District will determine number of days and hours to be used for year-round events (Event days/hours subject to change due to event schedule), District will notify Contractor of schedule 3-4 weeks in advance of event.

4. The District reserves the right to change and/or add any specification and/or schedules.

5. The final layout of sound equipment and systems will be identified in conjunction with District Management, audio provider and/or visiting productions. It is the Contractor's responsibility to ensure accurate readings.

6. The annual OC Fair setup and layout is subject to change from year to year.

7. Due to COVID-19, upon contract award, Contractor shall immediately begin work with District management and begin an analysis on sound monitoring and mitigation impacted by layout and setup changes of the 2021 OC Fair. This may also be applicable in subsequent years.

8. The District will not be responsible for overtime charges. Contractor shall deploy sufficient labor resources to fulfill all requirements. Contractor services performed outside of “regular” business hours or on Saturday(s) and Sunday(s) shall not result in additional charges of overtime to the District. There will be no exceptions.

9. In support of the annual OC Fair, Contractor must be present for the initial pre-Fair sound testing. Requirements for engagement during the twenty-three (23) days of Fair will be determined based upon the District's approval of Contractor’s acoustic design, audio testing, and sound mitigation plans.

10. For year-round events where Contractor services are requested, Contractor may be required for the initial pre-event sound testing. Requirements for engagement during the event will be determined based upon the District's approval of Contractors audio testing and sound mitigation plans for those events.

11. The District will provide a list of personnel who are authorized to request services and/or provide instructions to Contractor. Contractor shall not accept instructions from or convey information to anyone not listed.

12. It is expected that the Contractor and/or Contractor’s personnel will conduct themselves in a thoroughly professional manner at all times.

C. SOUND MITIGATION/SPECIAL PROJECTS AND REQUIREMENTS

Contractor may be required to develop acoustic designs and models in conjunction with audio provider (using acoustic simulation software and other industry approved modeling methods) for the purpose of both mitigating noise and surrounding areas as well as preventing sound interference into non-performance areas. All acoustic designs should create the best overall experience for both

performing artists and customers in the entertainment venues. Acoustic designs shall be requested for the annual OC Fair as well as specified year-round events.

Requests may be made by the District for upgraded acoustic design suggestions of any existing entertainment venues including Pacific Amphitheatre, The Hangar, Action Sports Arena, and Heritage Stage. In addition, requests may be made by the District Management to provide acoustic design for any new entertainment venues identified during the term of this agreement.

Deliverables include written documentation of acoustic design and graphic models in report format, along with recommendations for making necessary adjustments to current and future venue sound systems. Progress reports may also be requested.

Contractor will conduct audio testing to establish an audio baseline to develop an appropriate and effective Sound Mitigation Plan. The Contractor Sound Mitigation Plan is to ensure compliance with sound covainence in surrounding neighborhoods (See Part V, Section A #5), to provide an exceptional experience for both customers and performers in various entertainment venues throughout the Fairgrounds, and to guarantee non- interference with other on-site entertainment venues. Sound Mitigation plan shall include acoustic testing processes and procedures, assessment of gathered acoustic data, recommended modification to on-site venues and associated equipment. Follow-up testing and assessment may be requested on an as-needed basis. Audio testing and sound mitigation plans may be requested for the annual OC Fair as well as specified year-round events.

Requests may be made by the District for upgraded acoustic testing of any existing entertainment venues including Pacific Amphitheatre, The Hangar, Action Sports Arena, and Heritage stage. In addition, requests may be made by District Management to provide acoustic testing for any new entertainment venues identified during the term of this agreement.

Deliverables include written acoustic testing plans and procedures, data gathered from testing, written assessment of data and recommendations for necessary modifications to sound systems, and other equipment to achieve desired results and an overall sound mitigation plan for the future. Progress reports may also be requested.

D. SOUND MONITORING SERVICES AND REQUIREMENTS

District management requires the Contractor to develop plans for monitoring sound during the annual OC Fair, other District-produced events, and as requested for year- round outdoor events that include amplified sound.

Contractor and their team (as required) will take sound measurements from surrounding neighborhood areas, specific venues, sound monitoring stations and report collected data as identified in the Sound Mitigation Plan developed by the Contractor and approved by the District. Additionally, Contractor will analyze resultant data and communicate with District Management on necessary adjustments to sound levels and/or equipment if data indicates non-compliance with mandated sound levels (per the Sound Mitigation Plan) or interference with other entertainment venues.

Contractor shall measure sound levels during the nightly headline concerts in the Pacific Amphitheatre during the annual OC Fair (as determined by Contractor Sound Mitigation Plan), and will also include measurement and evaluation of sound levels from other OC Fair entertainment venues including The Hanger, Action Sports Arena and Heritage Stage. Contractor shall also measure sound levels around the OCFEC property and neighborhoods to insure all OCFEC venues are in compliance with the sound covanent. In addition, Contractor may be requested to develop plans and oversee sound monitoring for year-round outdoor events which include amplified sound.

Deliverables include (Daily Report) written sound monitoring policies and procedures including type and model number of monitoring equipment to be utilized, number of required sound monitoring locations, frequency of visits and number of recommended Contractor team members. Additional

deliverables include analysis of gathered data (presented via Contractor created sound monitoring logs), which shall be required for each date of the annual OC Fair, and requested year-round outdoor events with amplified sound. Recommendations for improvements and modifications shall be provided to improve the experience of Fairgoers and for the surrounding neighborhood. Finally, progress reports, recommendations for improvements and modifications may also be requested.

Daily report shall include:

- Sound compliance statement (based on sound covenant)
- Event narrative
- Written sound monitoring policies and procedures
- Type and model number of monitoring equipment utilized
- Number of required sound monitoring locations
- Frequency of visits to locations (on and off grounds)
- Number of recommended contractor team members used
- Analysis of gathered data
- Recommendations for improvements

Daily report shall be delivered as an electronic file to OCFEC management no later than 3 days after the event day.

E. SPECIAL PROJECT SERVICES AND REQUIREMENTS

Under the direction of District Management, Contractor will provide consulting services on special projects involving acoustic design and/or modifications, acoustic testing, sound monitoring and sound mitigation services as requested.

Deliverables will be established at the time of assigned work.

F. SAMPLE SETUP AND TEARDOWN SCHEDULE - ANNUAL OC FAIR

Contractor shall be aware that the District's sound equipment and service providers have been asked to maintain the following schedule during the annual OC Fair. **Contractor is not expected to perform similar services, only to have an understanding of the timeline.**

1. Typically, installation and teardown will occur during regular business hours, Monday through Friday. However, services may be performed on Saturday(s) and Sunday(s), as dictated by the District's scheduling needs. Contractor must supply sound personnel during setup/teardown or as specified by the District. It is anticipated setup and teardown will take place between the hours of 7:00 a.m. and 7:00 p.m.; however, actual business hours will be determined based on the daily performance schedule.

2. Setup generally begins one (1) week prior to the event and the system should be loaded in, set up and checked out to the satisfaction of the District Management two (2) days prior to opening day of the Fair.

3. Exact dates for 2021 are subject to change and performance dates for future OC Fairs will be provided by District Management as early as possible each year. Setup efforts will be coordinated with District Management, and all necessary equipment, tools and personnel to set up and maintain systems will be provided.

4. Teardown begins the day after the last performance. A maximum of five (5) days is allowed for completion of teardown or as communicated by the District. Teardown shall begin no later than 9:00 a.m. the day following the final show. All necessary equipment, tools, and personnel to tear down systems is provided.

G. ESTIMATED NUMBER OF SERVICE NEEDED ANNUALLY

Bidder shall provide Daily Rates for each of the service types below and according to the Financial Proposal Bid Form (see Part X - Forms)

1. Contractor shall provide on the Financial Proposal Bid Form (see Part X - Forms) for both Sound Monitoring an "all inclusive" day rate and Sound Mitigation/Special Projects "all inclusive" hourly rate which will consists of all labor and expenses, setup & teardown including, but not limited to, hardware, software, equipment, supplies, personnel, materials, travel, accommodation, transportation and meals. All costs include California sales and any other taxes or fees, if applicable. Contractor shall not bill the District any additional charges.

2. The District will not provide labor support for the contractor.

3. District will determine number of days to be used for each Fair, and shall be given a timeline when the District will notify Contractor of such info.

SETUP AND TEAR DOWN IS TO BE INCLUDED IN DAY RATE

- Sound Monitoring Services all in day rate (see Part V, B. #1)
  - Annual Fair 33 days(23 fair days, 10 pre/post concerts)
  - Year round events approx. 60 days
- Sound Mitigation/Special projects
  - Annual Fair hourly rate x up to 80 hours
  - Year round hourly rate x up to 100 hours

(If day or hourly estimated total is exceeded, the same rate will be charged)

The sample table below is indicated to help Bidders gain an understanding of the estimated hours and allocation of services; however, all quantities provided below and on the Financial Proposal Bid Form are an approximation. Contractor will not be guaranteed any specific amount of work. Actual work to be performed will be directed by the District and will vary from year to year. If particular events or projects result in additional costs that exceed the contract amount, the awarded contract will be amended to reflect additional work. Billing should reflect the actually work performed, at the rate indicated on the Financial Proposal Bid Form.

The District will determine number of days and hours to be used for each Fair (Days subject to change due to pre/post fair concerts and fair schedule), District will notify Contractor of schedule 3-4 weeks in advance of Fair or event.

The District will determine number of days and hours to be used for year-round events (Event days/hours subject to change due to event schedule), District will notify Contractor of schedule 3-4 weeks in advance of event.

The District will add a $10,000 budget contingency annually in each year the contract is renewed. All expenditures must be preapproved by the District.

OTHER SERVICES

Should it be determined that additional services are needed beyond the scope, but related to Contractor's performance areas, Contractor shall provide those services at the fixed hourly rate provided on the Financial Proposal Bid Form for the personnel utilized to perform the work. The 32nd District Agricultural Association, OC Fair & Event Center, reserves the right to decline services for any event or part of an event.

PREVAILING WAGE (If applicable)

Bidders must comply with prevailing wage compliance.

In accordance with the provisions of Section 1773 of the Labor Code, the general prevailing rates of wages applicable in the county in which the work is to be done are those rates established and published by the Director of the Department of Industrial Relations.

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #:

PAYMENT PROVISIONS:

Payment will be made Net 30 upon satisfactory completion of services herein required and upon receipt of proper invoice.

Invoice shall be itemized and contain the District's Purchase Order number. Invoice to be sent via email to AP@ocfair.com or mailed as follows:

OC Fair & Event Center
Attn: Accounts Payable
88 Fair Drive
Costa Mesa, CA 92626

SERVICES – OC FAIR 2021 (July-August)					
Sound Montitoring	**Estimated # of Service Days(FAIR)**	**x**	**Rate Per Day**	**=**	**Total Cost**
	33	x	$ 1,650.00	=	$ 54,450.00
Sound Mitigation/ Special Projects	**Estimated # of Service Hours(FAIR)**	**x**	**Rate Per Hour**	**=**	**Total Cost**
	80	x	$ 150.00	=	$ 12,000.00
Cumulative Total of Service Days and Hours OC FAIR 2021 - TOTAL					$ 66,450.00

SERVICES – YEAR ROUND(YR) EVENTS 2021					
Sound Montitoring	**Estimated # of Service Days(YR)**	**x**	**Rate Per Day**	**=**	**Total Cost**
	60	x	$ 760.00	=	$ 45,600.00
Sound Mitigation/ Special Projects	**Estimated # of Service Hours(YR)**	**x**	**Rate Per Hour**	**=**	**Total Cost**
	100	x	$ 162.00	=	$ 16,200.00
Cumulative Total of Service Days and Hours Year Round(YR) Events 2021 - TOTAL					$61,800.00

SERVICES – OC FAIR 2022 (July-August)					
Sound Montitoring	**Estimated # of Service Days(FAIR)**	**x**	**Rate Per Day**	**=**	**Total Cost**
	33	x	$1,700.00	=	$56,100.00
Sound Mitigation/ Special Projects	**Estimated # of Service Hours(FAIR)**	**x**	**Rate Per Hour**	**=**	**Total Cost**
	80	x	$166.00	=	$13,280.00
Cumulative Total of Service Days and Hours OC FAIR 2022 - TOTAL					$69,380.00

SERVICES – YEAR ROUND(YR) EVENTS 2022					
Sound Montitoring	**Estimated # of Service Days(YR)**	**x**	**Rate Per Day**	**=**	**Total Cost**
	60	x	$795.00	=	$47,700.00
Sound Mitigation/ Special Projects	**Estimated # of Service Hours(YR)**	**x**	**Rate Per Hour**	**=**	**Total Cost**
	100	x	$169.32	=	$ 16,932.00
Cumulative Total of Service Days and Hours Year Round(YR) Events 2022 - TOTAL					$64,632.00

SERVICES – OC FAIR 2023 (July-August)					
Sound Montitoring	**Estimated # of Service Days(FAIR)**	**x**	**Rate Per Day**	**=**	**Total Cost**
	33	x	$1,750.00	=	$57,750.00
Sound Mitigation/ Special Projects	**Estimated # of Service Hours(FAIR)**	**x**	**Rate Per Hour**	**=**	**Total Cost**
	80	x	$169.32	=	$13,545.60
Cumulative Total of Service Days and Hours OC FAIR 2023 - TOTAL					$71,295.60

SERVICES – YEAR ROUND(YR) EVENTS 2023					
Sound Montitoring	**Estimated # of Service Days(YR)**	**x**	**Rate Per Day**	**=**	**Total Cost**
	60	x	$730.00	=	$43,800.00
Sound Mitigation/ Special Projects	**Estimated # of Service Hours(YR)**	**x**	**Rate Per Hour**	**=**	**Total Cost**
	100	x	$172.70	=	$ 17,270.00
Cumulative Total of Service Days and Hours Year Round(YR) Events 2023 - TOTAL					$61,070.00

SERVICES – OC FAIR 2024 (July-August)					
Sound Montitoring	**Estimated # of Service Days(FAIR)**	**x**	**Rate Per Day**	**=**	**Total Cost**
	33	x	$ 1,820.00	=	$ 60,060.00
Sound Mitigation/ Special Projects	**Estimated # of Service Hours(FAIR)**	**x**	**Rate Per Hour**	**=**	**Total Cost**
	80	x	$ 172.70	=	$ 13,816.00
Cumulative Total of Service Days and Hours OC FAIR 2024 - TOTAL					$ 73,876.00

SERVICES – YEAR ROUND(YR) EVENTS 2024					
Sound Montitoring	**Estimated # of Service Days(YR)**	**x**	**Rate Per Day**	**=**	**Total Cost**
	60	x	$ 827.75	=	$ 49,665.00
Sound Mitigation/ Special Projects	**Estimated # of Service Hours(YR)**	**x**	**Rate Per Hour**	**=**	**Total Cost**
	100	x	$ 176.15	=	$ 17,615.00
Cumulative Total of Service Days and Hours Year Round(YR) Events 2024 - TOTAL					$67,280.00

SERVICES – OC FAIR 2025 (July-August)					
Sound Montitoring	**Estimated # of Service Days(FAIR)**	**x**	**Rate Per Day**	**=**	**Total Cost**
	33	x	$1,820.00	=	$ 60,060.00
Sound Mitigation/ Special Projects	**Estimated # of Service Hours(FAIR)**	**x**	**Rate Per Hour**	**=**	**Total Cost**
	80	x	$ 176.15	=	$ 14,092.00
Cumulative Total of Service Days and Hours OC FAIR 2025 - TOTAL					$ 74,152.00

SERVICES – YEAR ROUND(YR) EVENTS 2025					
Sound Montitoring	**Estimated # of Service Days(YR)**	**x**	**Rate Per Day**	**=**	**Total Cost**
	60	x	$ 844.30	=	$ 50,658.00
Sound Mitigation/ Special Projects	**Estimated # of Service Hours(YR)**	**x**	**Rate Per Hour**	**=**	**Total Cost**
	100	x	$ 179.67	=	$ 17,967.00
Cumulative Total of Service Days and Hours Year Round(YR) Events 2025 - TOTAL					$68,625.00.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL:**
   This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
   No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
   Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
   Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
   The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR*:***
   Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:
During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:
Time is of the essence in this Agreement.

13. COMPENSATION:
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:
The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)
Page 3 of 4

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC 04/2017 / CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)
Page 2 of 4

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:**
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. **GENDER IDENTITY**:
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)
Page 3 of 4

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)
Page 4 of 4

4. CONTRACTOR NAME CHANGE:
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:
A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION:
Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:
This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS
Page 1 of 3

California Fair Services Authority #19-02

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate – The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. Coverages:

   a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall be not less than **$5,000,000 per occurrence** for Fairtime Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **$5,000,000 per occurrence** for the following types of Motorized Events: automobile races, drifting exhibitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, enduro, pro stock; **$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races; **$3,000,000 per occurrence** for Rodeo Events all types **with a paid gate** and any Rough Stock events; **$2,000,000 per occurrence** for Rodeo Events All Types **without a paid gate** and with any Rough Stock events and for Swap Meets/Flea Markets held two or more times per calendar year; **$2,000,000 per occurrence** for the following Motorized events: car jumping contests/demonstrations of hydraulic modifications to automobiles; **$2,000,000 per occurrence** for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Cannabis Festivals/Trade Shows, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; **$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events**; $1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

   The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the contractor/renter's activities, or business to be conducted under the contract or rental agreement/lease, must be listed in the Certificate of Insurance. If there is a self-insured retention or deductible in the contractor/renter's coverage equal to or in excess of $100,000, the self-insured retention/deductible amount shall be included as part of the Certificate of Insurance. A copy of the contractor/renter's policy declaration page containing this

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)
Page 2 of 3

information as an attachment/exhibit to the Certificate of Insurance will be acceptable, provided it contains all the aforementioned information.

b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than $1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.

c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

d. Medical Malpractice - Medical Malpractice coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving medical services.

e. Liquor Liability - Liquor Liability coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

5. Certificate Holder:
   - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
   - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

B. CFSA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

C. Master Certificates - A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)
Page 3 of 3

performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.

2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.

2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.

3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.

4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

-End Exhibit E-

EXHIBIT F – MEGAN'S LAW SCREENING CERTIFICATION AND LISTING

OC Fair & Event Center

This form must be completed legibly, with all information requested. Typewritten or computer-generated forms or reports may be substituted provided that: all required information is included in columnar form, and the listing report is attached to this form. The certification section must be signed by an authorized representative of the contractor.

Company/Organization Name: _____

Contact Name: _____ **Contact Telephone :**_____

Type of Company/Organization (Circle one):	**Contractor**	**Consultant**	**Concessionaire**
	Entertainer	**Exhibitor**	**Volunteer**

Other/Explanation if Needed: _____

The undersigned represents and warrants that attached to this Megan's Law Screening Certification and Listing is a full, true, correct, complete, and accurate listing of all persons scheduled to work or volunteer for the company/organization identified above ("Contractor") during the annual OC Fair or Imaginology. If any other or additional individuals will be performing work, labor, or services, I understand that my company/organization is required to submit a supplemental listing(s) identifying those individuals.

The undersigned represents and warrants that all persons and individuals performing services on behalf of Contractor, including, but not limited to, its agents, employees, subcontractors, and volunteers have been screened for sex offender registration before each individual commenced work, services, and/or was present at the OCFEC facility. The undersigned represents and warrants that no individual who is a registered sex offender will be assigned or permitted to perform services on behalf of Contractor at or on OCFEC premises.

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless OCFEC from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorney's fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of Contractor's obligations under this Megan's Law Screening Certification and Listing, regardless of responsibility of negligence; by reason of death, injury, property damage, however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Contractor, or any of its employees or agents).

The undersigned represents and warrants that he/she is fully authorized to execute this Megan's Law Screening Certification and Listing on behalf of Contractor.

_____ _____
Company/Organization Representative's Signature Title of Representative

_____ _____
Printed Name Date

EXHIBIT F – MEGAN'S LAW SCREENING CERTIFICATION AND LISTING (CONT.)
OC Fair & Event Center
Page 2 of 2

Megan's Law Screening Listing

Full Name (Last, First Middle)	Full Name (Last, First Middle)

Please duplicate this listing sheet if additional space is required

EXHIBIT G – UNIFORM AND ID PROCEDURES & CERTIFICATION

PROCEDURE 0004: Uniforms for Contractors and their Employees.

PPE (Personal Protective Equipment): Closed-toe shoes and steel toe work shoes/boots where appropriate and other PPE as required by task and OSHA guidelines.

Purpose: To ensure all OCFEC contractors, including employees, are wearing company approved uniforms when present in a working capacity at the OCFEC.

1. Each OCFEC contractor and its respective employees (collectively, "Contractor") shall wear their own company uniform at all times when working on OCFEC property, including without limitation, the Pacific Amphitheatre, The Hangar and Action Sports Arena.

2. A uniform can be a logo T-shirt, polo style shirt or full button down shirt; if a jacket (or outerwear) is also required, the jacket must have the company logo on the front of the jacket. OCFEC will require pre-approval of the company uniform style and logo. The company logo must be highly visible and non-offensive in nature.

3. If a Contractor wears a jacket (or outerwear), the required photo identification must remain visible at all times (Part X – Section A-6, Procedure 0005).

4. If any OCFEC Contractor is not in the proper company uniform, he or she will be asked to leave the OCFEC premises and may not return until he or she is wearing the required uniform.

5. If any OCFEC Contractor violates OCFEC procedures, including this OCFEC Contractor Uniform Policy, OCFEC management will ask the Contractor to permanently replace that employee.

6. Continued lack of support for, or adherence to, OCFEC procedures, including this OCFEC Contractor Uniform Policy, may result in the cancellation of the contract between the OCFEC and contractor.

PROCEDURE 0005: OCFEC Contractors and their Employees wearing identification in the Pacific Amphitheatre, backstage and on OCFEC property.

PPE (Personal Protective Equipment): Break-away OCFEC photo identification card lanyard.

Purpose: To ensure all contractors and their employees are properly wearing required identification in the proper manner.

1. Each OCFEC contractor and its respective employees (collectively, "Contractor") must wear OCFEC approved and supplied photo identification cards around their neck or in another highly visible area at all times while working for the OCFEC. (Note: an additional clip option is available due to work requirements).

2. The OCFEC department Director responsible for the work area will provide a complete list of all Contractors to badging trailer personnel. All Contractors must visit the OCFEC trailer to have their photograph taken and to be provided with their OCFEC photo identification card and a break-away lanyard (and/or clip if requested by the contractor).

3. The OCFEC department Director responsible for the work area will provide a copy of this OCFEC Contractor Photo Identification Procedure to all contractors to review and this OCFEC Contractor Photo Identification Procedure shall be incorporated as part of all OCFEC contracts.
4. Contractors may not access the backstage area of the Pacific Amphitheatre without a backstage pass, which must be pre-approved by the OCFEC department Director and OCFEC Vice President responsible for the work area.

5. All OCFEC department Directors and OCFEC Vice Presidents must forward to the Pacific Amphitheatre backstage Security Manager the name of each OCFEC Contractor that was issued a backstage pass by that Department Director or OCFEC Vice President. Only the Pacific Amphitheatre backstage Security Manager has the authority to provide OCFEC Contractors with Pacific Amphitheatre backstage passes. All Pacific Amphitheatre backstage passes must be worn by the OCFEC Contractor as described above.

6. All Contractors must be courteous and cooperative when at any venue access point, entry, gate or if approached by Security/Law Enforcement for ID inspection.

7. Contractors will be allowed in the Pacific Amphitheatre backstage area only to perform job functions; once the Contractor completes the Contractor's job functions in the Pacific Amphitheatre backstage area, Contractor must immediately leave the area.

8. Contractors not properly wearing required OCFEC identification will be asked to leave, or may be escorted from, the OCFEC property.

9. If any OCFEC Contractor violates OCFEC procedures, including this OCFEC Contractor Photo Identification Procedure, OCFEC management will ask the Contractor to permanently replace that employee.

10. Continued lack of support for, or adherence to, OCFEC procedures, including this OCFEC Contractor Photo Identification Procedure, may result in the cancellation of the contract between the OCFEC and Contractor.

By signing this form, the bidder has read and understood OCFEC's policies above, and is agreeing to follow all procedures.

_____ _____
(Print Name & Title) (Signature)

_____
(Date)

If this status form is not completely filled out, signed and submitted with bidder's response to the IFB, the bid will be rejected as non-responsive.

-End Exhibit G-

EXHIBIT H – ADDITIONAL CONTRACT TERMS AND CONDITIONS

1. AUTHORIZED REPRESENTATIVE

Contractor must maintain one (1) or more English speaking representatives who are authorized to take immediate action and make requested adjustments and/or changes as required by District Management. This person must be identified to the District as the Contractor's authorized representative.

2. LICENSES, PERMITS AND CERTIFICATIONS

Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s), permits(s) and certification(s) required by law or as part of this contract for accomplishing any work required in connection with this agreement. In the event any license(s), permit(s) or certification(s) expire at any time during the term of this contract, Contractor agrees to provide agency a copy of the renewed license(s), permit(s) or certification(s) within thirty (30) days following the expiration date

In the event the Contractor fails to keep in effect at all times all required license(s), permit(s), and certification(s), the District may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

3. SITE ACCESS

District shall allow Contractor access to the District's property as needed. If access is required during annual OC Fair hours, the District will provide necessary admission and parking credentials for the employees performing in service of the contract.

4. INSURANCE

Proof of insurance, meeting the requirements of the State (see Exhibit E) must be made available to the District within fifteen (15) days of contract award. Failure to do so could result in termination of said contract.

5. WORK PERMIT LAW

If Contractor employs youth under the age of eighteen (18) years, he/she is required by law to see that each such employee holds a valid work permit. Contractor is further required to adhere to all applicable child labor laws.

6. PERSONNEL

All Contractor employees are employees of the Contractor and not the District. No agent, servant or employee of the Contractor will under any circumstances be deemed an agent, servant or employee of the District.

The District reserves the sole absolute right to determine, at its discretion, that any person or agent used by Contractor in the performance of the contract shall be excluded from such performance on the grounds that his or her appearance or conduct is detrimental to the District's operation. Determination of these matters by District Management shall be final.

7. POTENTIAL SUBCONTRACTORS/INDEPENDENT CONTRACTORS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any subcontractors/independent contractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations contained herein. The Contractor agrees to be as fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor's obligation to pay its subcontractors/independent contractors is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any subcontractor/independent contractor.

Subcontracting of goods or services must be approved in writing by the District.

ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

8. SUPPLIERS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any suppliers.

The Contractor agrees to be as fully responsible to the District for the acts and omissions of its suppliers and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its suppliers is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any supplier.

9. TRAVEL, TRANSPORTATION AND ACCOMMODATIONS

Contractor is responsible for all necessary travel, fuel, transportation and housing accommodations.

10. INVOICES

Invoices shall be submitted upon completion of services rendered to the District.

All invoices must contain Contractor's invoice number, District-issued Purchase Order (PO) number, detailed work logs and hours by Service Type for the labor required to fulfill these services.

Contractor shall send invoices and any supporting documentation via email to AP@ocfair.com (the District's preferred mechanism) or mail to OC Fair & Event Center, Attn: Accounts Payable, 88 Fair Drive, Costa Mesa, CA 92626.

Upon contract award and throughout the duration of the contract, Contractor shall work with the District to ensure invoicing needs are continually met.

11. PAYMENT

Payments to the Contractor will be made by the 32nd District Agricultural Association and paid in full within 30 days upon satisfactory completion of each event and receipt of proper invoice.

12. PRICING/FINANCIAL PROPOSAL BID FORM

The Financial Proposal Bid Form will be used to develop the "not to exceed" amount of the contract. The estimated quantities provided are based upon historical experience and anticipated future needs, and may change depending upon actual needs/usage. Billing/invoicing will be determined by multiplying actual usage by the Service Type rate as entered on the Financial Proposal Bid Form.

The District may elect to add a contingency line item to accommodate specifications within the scope of the effort, if approved by the District, during the implementation of this contract.

13. MEGAN'S LAW SCREENING

All of Contractor's employees, agents, servants, volunteers, independent contractors and/or employees, agents, servants, volunteers, independent contractors of Contractor's subcontractors who will be performing job related duties on District premises must pass background checks under "Megan's Law" as required by the District's current Megan's Law policy (and as that policy may be amended by the District from time to time), and any other reasonable background checks that may be required by the District as a result of policies adopted by the District's Board of Directors. Contractor will certify in writing that they have conducted the required screening and will indemnify the District for any negligence arising out of or connected with their obligations pertaining to the required screening. Contractor shall not be held liable for the lack of or inaccuracies in reporting made available by the states. A full, true and correct copy of the District's current Megan's Law policy is attached.

ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

14. RIGHT TO REPLACE/DISMISS

Contractor's onsite personnel are subject to approval of the District during the entire term of contracted services. The District has the right, in accordance with applicable law, to require replacement of Contractor's onsite personnel or any member of Contractor's onsite personnel.

If at any time the District determines that any employee, agent or officer of Contractor or of Contractor's permitted subcontractors, is in violation of District policies regarding harassment, discrimination or offensive behavior or Megan's Law, or fails to meet the District's safety and customer service standards, the District may notify Contractor verbally and/or in writing. Contractor will promptly correct the behavior, performance or condition giving rise to the notification described herein to the satisfaction of the District. If Contractor fails to correct the behavior, performance or condition giving rise to the notification described herein, the District may demand that Contractor (or Contractor's subcontractor, as the case may be) cease using said employee at the District's facilities and Contractor (or Contractor's subcontractor, as the case may be) will promptly comply with such request. If the District requests replacement of onsite personnel or any of its members, Contractor must furnish a replacement immediately or as otherwise determined necessary by the District. Nothing contained in this paragraph shall obligate the District to monitor the behavior of Contractor's employees or of Contractor's subcontractor's employees. The District retains the right to review the resumes of all Contractor personnel and confirm compliance.

15. GRATUITIES

Contractor is prohibited from offering any gift or gratuity to employees and/or officers of the 32nd District Agricultural Association, as employees and officers are not permitted to accept them under any circumstances. Contractor and/or Contractor's employees shall not solicit or accept any gifts. This includes cash, tickets, food, drinks, merchandise or any other items from District staff, promoters and/or vendors to perform the functions detailed in this agreement. Any violations of this policy may result in the dismissal of the employee and a performance violation notice issued to the Contractor.

16. EVALUATION OF CONTRACTOR PERFORMANCE

Contractor will be evaluated on their performance, including, but not limited to, Contractor's record of conforming to contract requirements and to standards of good workmanship; Contractor's record of forecasting and controlling costs; Contractor's adherence to contract schedules, including the administrative aspects of performance; Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; Contractor's record of integrity and business ethics, and generally, Contractor's business-like concern for the interest of the District and its customers.

Contractor shall work with District staff to ensure contract compliance, whether by phone, email or in-person meetings, as determined necessary by the District. The District retains the right to notify Contractor of any performance issues at any time for the duration of the contract term. Notification will be provided in writing to Contractor, whereupon Contractor shall have five (5) days to respond to the District's request for compliance. Unless mutually agreed upon otherwise, performance issues shall be corrected within fifteen (15) days of District's notification to Contractor.

Failure to supply equipment and/or personnel as required may result in a notice of default and/or an adjustment to the fees charged for equipment and/or labor.

Contractor may be disqualified from potential bidding opportunities if the District deems Contractor as unresponsive to repeated requests for corrective action.

17. NON-EXCLUSIVE AGREEMENT

Contractor understands and agrees that this is a non-exclusive agreement. The District may hire other contractors for work of a similar or identical nature.

ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

18. TERMINATION

The District reserves the right to terminate any contract at any time with or without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations and/or performances required in the terms of the contract.

19. 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.

20. PHONE NUMBERS

Contractor shall provide the District with phone numbers for their authorized representative(s) and with a 24-hour "On Call" phone number for emergencies.

21. VEHICLES, EQUIPMENT AND SUPPLIES

All vehicles and equipment such as utility carts, trucks, trailers, vans, boom lifts, scissor lifts, pressure washers, back pack blowers, hand trucks, brooms, hoses and pickers and all cleaning supplies such as stripper, detergents, sanitizers, air fresheners and other chemicals shall be owned and/or provided by Contractor. The District will provide consumable paper products, waste receptacles and plastic waste receptacle liners. All vehicles and equipment will be clearly marked with Contractor's company name and/or logo. Equipment shall be in proper operating condition with all guards in place. No equipment shall be left unattended. Equipment and supplies must be stored in designated areas agreed upon by the District. All Safety Data Sheets (SDS) for all chemical-cleaning products used must be on-site accessible by the District, per Global Harmonization System (GHS). Contractor shall take all necessary safety precautions when using vehicles, equipment and cleaning products. Drivers of all vehicles and equipment shall possess a valid driver license and be 18 years of age or older. Street sweepers should be South Coast Air Quality Management District Rule 1186 certified and Rule 1186.1 compliant and no older than 2 years. Contractor shall furnish all necessary labor, supervision, equipment, tools, materials (excluding dumpsters), permits, transportation and insurance in the performance of these specifications.

22. VEHICLE UTILITY CARTS

Contractor may provide utility carts for employees, if necessary, to complete Scope of Work. Carts are not permitted to park in front of buildings or in pathways blocking pedestrian access points. Drivers shall possess a valid driver's license and be 18 years of age or older and abide by all applicable local, State and Federal laws related to cart safety. Weather protection of equipment is the responsibility of the Contractor.

23. VENUE CLEAN-UP

a. Contractor is to keep job site clean daily and upon project completion.
b. Contractor shall sweep and blow all debris daily and upon project completion.
c. Contractor will dump all green waste in the provided 40 yard dumpster on OCFEC grounds.
d. Do not dispose of any construction material or project waste on OCFEC grounds or in OCFEC containers.
e. Contractor is to keep all compound and chemicals out of storm drains & sewers.
f. Contractor will protect ground surfaces from oil and other leaks that may come from service trucks.

ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

24. TELEPHONE NUMBERS

Contractor shall provide the District with a 24-hour "On Call" phone number for emergencies and event schedule changes.

25. PERSONNEL POLICY

All Contractor employees must receive an orientation on the duties they will be required to perform, safety training to ensure employees working with chemicals are familiar with SDS per GHS and harassment training (prior to working). In addition, ongoing customer service training will be required during the term of this contract to educate current employees and new hires. Contractor is required to supply all required training and a schedule of planned training shall be provided to the District at the beginning of every quarter in January, April, July and October. All employees will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property; when entering and while working on the grounds. Badges will have the name visible and worn on the upper right or left torso. All badges must be returned from terminated employees. All other employee badges must be returned on Friday following the end of the OC Fair. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

26. UNIFORMS AND BADGES

Contractor's employees shall be at all times neatly and cleanly uniformed and must meet reasonable prescribed grooming guidelines and appearance standards.
The District requires Contractor's employees to wear badges, identification cards, and/or credentials in a clearly visible location (per attached procedure) while Contractor's employees are on the District's premises. Contractor personnel will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property, when entering and while working on the grounds. Badges shall have the name visible and worn on the upper right or left torso. Badges are specific to each person and are non-transferable. All badges must be returned from terminated employees. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

27. SUBCONTRACTING

Subcontracting of goods or services must be approved in writing, by the District.

28. FIRE REGULATIONS

All fire regulations as prescribed by the State Fire Marshal must be strictly adhered to.

-End Exhibit H-

EXHIBIT I – COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

1 of 3

1. SCOPE

As a result of the worldwide COVID-19 pandemic, the 32nd District Agricultural Association (OCFEC) implemented numerous essential protocols and procedures to protect OCFEC staff, renters, event promoter/producer employees, exhibitors, vendors, contractors, subcontractors, volunteers and members of the public. These protocols and procedures do not supersede or replace any existing orders issued by local governments, the State of California or the Federal Government. The protocol and procedure guidelines (COVID-19 Guidelines) apply equally to all organizations and persons doing business on OCFEC property, both public and private, and all event types, commercial, trade or other, hosted at the OCFEC.

2. SICK, ELDERLY AND VULNERABLE PERSONS

Anyone who feels sick should remain at home. In addition, high-risk persons who are over 65 years of age, or anyone with chronic illness or underlying medical conditions, should continue to follow recommendations to stay at home and limit public interaction.

3. PHYSICAL DISTANCING IN THE WORKPLACE

Physical distancing of a minimum of six (6) feet should be maintained between customer-facing employees and the general public, and – to the extent practical – between employees in the field or at employee workstations. Where isolation of employees in the field or at employee workstations is impractical, face coverings must be worn without exception.

4. HANDWASHING, PERSONAL PROTECTIVE EQUIPMENT, AND TESTING

Renters, event promoters, event producers, exhibitors, vendors, and their respective contractors, subcontractors and volunteers (collectively, “Business Partners”) conducting business at the OCFEC must require all customer-facing employees to either wash their hands or use hand sanitizer every thirty minutes, or wear disposable gloves which are to be changed as frequently as specified by guidelines established for each applicable job assignment. Face coverings must be provided to all employees.

Before starting a shift, all OCFEC employees and all Business Partner employees, must have their temperatures taken and documented, and individual(s) will not be permitted to remain at work if the temperature reading exceeds 100.4 degrees (°) Fahrenheit. Affected individual(s) may only return to work after registering and documenting their temperature reading below 100.4° Fahrenheit for seventy-two (72) consecutive hours.

All OCFEC event attendees, before entering OCFEC premises, must have their temperatures taken and documented. Any OCFEC event attendee with a temperature reading above 100.4° Fahrenheit will not be permitted to attend the event and will be required to immediately leave the OCFEC premises. Paid admission/parking fee refunds will be subject to processing schedule.

All competitive professional and amateur sports participants, including youth sports participants, must be tested for COVID-19 at least one (1) week before the date of the scheduled competition, and will not be permitted to compete if the intended participant tests positive for COVID-19. If the intended participant tests positive for COVID-19, he/she will not be allowed to participate in any activities at the OCFEC until after (i) receiving a negative result on a subsequent COVID-19 test and (ii) satisfying the specified 14-day (or otherwise governmentally specified) COVID-19 quarantine period.

EXHIBIT I – COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

OCFEC Business Partners should make every effort to limit physical touch points at their respective places of business, including at the OCFEC. All OCFEC event promoters must significantly increase frequency of sanitation and disinfection measures at all workstations and equipment that come into contact with OCFEC employees and the general public. All OCFEC Business Partners must assess and identify the frequency of necessary sanitation and disinfection practices, and will review and agree upon a sanitation and disinfection schedule with the OCFEC.

Face coverings and disposable gloves must be worn by all OCFEC Business Partner customer-facing employees. All OCFEC event attendees and visitors must wear appropriate face coverings. Physical barriers, if available, are preferred but not required as the general public will make the personal decision of whether to attend an event at the OCFEC and/or patronize an OCFEC Business Partner. For the benefit of the public, OCFEC employees and Business Partner employees, handwashing or hand sanitizing should be done as soon as possible following the handling of materials that come in contact with the general public.

5. EVENT ATTENDANCE LIMITATIONS

Attendance at all OCFEC events, including all move-in and move-out activities, must be limited at any given time, to no more than the current maximum attendance levels permitted by all applicable local and state orders or laws.

OCFEC Business Partners must establish and actively enforce measures to monitor and ensure attendance limitation compliance. If an OFCEC Business Partner fails to comply with event attendance limitations, the OCFEC in its sole and absolute discretion may cancel the event without notice and refer the matter to local law enforcement.

6. OCFEC BUSINESS PARTNER COMPLIANCE

OCFEC Business Partners shall make every effort to assure compliance with COVID-19 related mitigation requirements. If an OCFEC Business Partner fails to comply with these COVID-19 Guidelines, the OCFEC in its sole and absolute discretion may close non-compliant event spaces, exhibitor spaces or other such rental spaces, or may cancel the event without notice and refer the matter to local law enforcement.

7. COVID-19 RELEASE AND WAIVER OF LIABILITY

As consideration for being permitted to conduct event activities at the OCFEC, OCFEC Business Partners must acknowledge and agree to all COVID-19 Pandemic and related governmental orders, directives and guidelines, and forever release the 32nd District Agricultural Association, the State, California Fair Services Authority (“CFSA”), the County, the Lessor, and any fair affiliated organization, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively “Releasees”) from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner’s employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner’s participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.

EXHIBIT I – COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

8. EVENT ORGANIZATION PROTOCOLS

Each OCFEC Business Partner must submit event organization-specific COVID-19 related infection mitigation protocols and procedures for OCFEC review and approval no later than thirty (30) days before the event's scheduled move-in date. The OCFEC reserves the right to reject any protocols and procedures that are in conflict with, or are less stringent than, the COVID-19 Guidelines. If the OCFEC rejects the OCFEC Business Partner's COVID-19 related infection mitigation protocols and procedures, the OCFEC Business Partner must resubmit revised infection mitigation protocols and procedures for review no less than fifteen (15) days before the event's scheduled move-in date. If OCFEC Business Partner fails to submit the COVID-19 related infection mitigation protocols and procedures on time, the OCFEC in its sole and absolute discretion may terminate the agreement and cancel the event without notice.

9. FURTHER ACTION AS NECESSARY

The OCFEC reserves the right to modify these COVID-19 Guidelines as circumstances warrant. Specifically, the OCFEC recognizes that additional restrictions not reflected in these guidelines may be necessary to address the health and safety of certain populations depending upon their age or underlying health concerns, or otherwise to address medical issues as they arise.

I HAVE CAREFULLY READ THIS AGREEMENT EXHIBIT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A CONTRACTUAL AGREEMENT BETWEEN MYSELF AND THE 32ND DISTRICT AGRICULTURAL ASSOCIATION, THE STATE, CFSA, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed on _____, 20____

OCFEC BUSINESS PARTNER

_____
Signature

_____
Address

_____
Address

-End Exhibit I-

EXHIBIT J
Page 1 of 3

April 7, 2021

To: All Potential Bidders
From: Kelly Vu, Business Services Supervisor
Re: Addendum #1, RFP # SM-08-21R

The purpose of this addendum is to revise the components of the Request for Proposal (RFP) for Sound Mitigation Consulting Services. All terms and conditions of the original RFP remain unchanged.

Document to be revised as follows:

1. RFP, Part II, Section E, TENTATIVE SCHEDULE (page 5)

Original:	
Answers Sent to All Bidders via Email	Thursday, April 8, 2021
Proposal Deadline	Friday, April 16, 2021
Scoring	Wednesday, April 21, 2021
Notice of Proposed Award	Wednesday, April 21, 2021
Protest Deadline	Friday, April 30, 2021
Board Approval of RFP Award	Thursday, May 27, 2021
Proposed Contract Commences	Tuesday, June 1, 2021

Change to:	
Answers Sent to All Bidders via Email	Thursday, April 22, 2021
Proposal Deadline: 11:00 a.m.	Thursday, April 29, 2021
Scoring	Monday, May 3, 2021
Notice of Proposed Award	Wednesday, May 10, 2021
Protest Deadline	Wednesday, May 17, 2021
Board Approval of RFP Award	Thursday, May 27, 2021
Proposed Contract Commences	Tuesday, June 1, 2021

Please email to rfp@ocfair.com to acknowledge you've received this addendum if you're intended to bid.

-End Addendum #1-

EXHIBIT J
Page 2 of 3

April 22, 2021

To: All Potential Bidders
From: Kelly Vu, Business Services Supervisor
Re: Addendum #2, RFP # SM-08-21R

The purpose of this addendum is to revise the components of the Request for Proposal SM-08-21R for Sound Mitigation Consulting Services (RFP). All terms and conditions of the original RFP remain unchanged.

Document to be revised as follows:

1. RFP, Part VII, Section D, FINANCIAL PROPOSAL (page 34)

Original: D. FINANCIAL PROPOSAL

The Financial Proposal Bid Forms are located in Part X – Forms and will be used to determine the "not to exceed" amount of the contract. Each Bidder shall submit a completed and signed form and include it as specified in Section B – Proposal Format and Content above. Bidders to use Mandatory Financial Proposal Bid Form provided by the District, failure to do so will be resulted in disqualification.

Change to: Delete it entirely.

2. RFP, PART VI, Section B, 4, Financial Proposal Bid Form

Original: 4. Financial Proposal Bid Form 30

a. Bidder will complete three (3) Financial Proposal Bid Forms, all required forms in Part X - Forms, and include a print and electronic copy with the proposal.

Change to: a. Bidder will complete one (1) Financial Proposal Bid Form, all required forms in Part X - Forms, and electronic copy with the proposal.

3. RFP, PART VII, pages 33 and 34, 3.Experience and Ability to Perform

Original:

a. Provide three (3) examples where Contractor used training ingenuity and/or innovation to solve a complex problem related to sound. Please provide (1) example related to solutions addressing noise complaints from the public/neighbors, if such a situation has been experienced.

b. Attach letters from at least three (3) different financial references (banks, subcontractors, major suppliers, etc.) that Bidder has done business with during the last two (2) years. Ensure full contact information for the references is listed in the letter, including name and title of the author, address, and phone number.

c. Include an operations plan of how Bidder will complete work, meeting the District's deadlines and scheduling needs and expectations.

d. List all subcontractors/suppliers (name, address and phone number) who may be utilized by Contractor to fulfill the District's requirements, and describe in what manner/relationship Bidder has worked

EXHIBIT J
Page 3 of 3

with them in the past. Provide an overview of the subcontractor/supplier's company history, including years in business, location(s), total number of staff and other key elements of their business operations.

e. Attach proof of insurance coverage in the form of a Certificate of Insurance for Bidder's current business operations. Also, provide a commitment from Bidder's insurance carrier stating Bidder's ability to provide the additional insured endorsement upon award of contract (see Part X – Forms, Section C, Exhibit E – Insurance Requirements).

Change to:
On page 33, change second paragraph a. to:
c. Provide three (3) examples where Contractor used training ingenuity and/or innovation to solve a complex problem related to sound. Please provide (1) example related to solutions addressing noise complaints from the public/neighbors, if such a situation has been experienced

all other items (b, c, d, e) deleted in entirety.

If you intend to submit a bid in response to this RFP, please send an email to rfp@ocfair.com to confirm that you have received this Addendum No. 2.

-End Addendum #2-

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev. 03/2019)

R_____ A_____ F_____

AGREEMENT NUMBER
SA-058-21GE

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
ALL-ALASKAN RACING PIGS, LLC

2. The term of this Agreement is: **07/13/2021** through **08/16/2021** **FED ID**

3. The maximum amount of this Agreement is: **$37,600.00**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work **– To provide "All-Alaskan Racing Pigs" at the 2021 OC Fair, July 16 – August 15. See Page 2 for additional details.**	Pages 1 – 3
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 4
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 5 – 8
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 9 – 12
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 13 – 15
Exhibit F – Covid-19 Infection Mitigation Protocol & Procedure (Attached hereto as part of this agreement)	Pages 16 – 18

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
ALL-ALAKAN RACING PIGS, LLC

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Bart Noll, Owner

CONTRACTOR BUSINESS ADDRESS
508 Kodiak Street, Eugene, OR 97401
(541) 513-2142

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Michele Richards, Chief Executive Officer or
Joan Hamill, Chief Business Development Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACT REPRESENTATIVES:

32nd District Agriculture Association
Name: Jeff Willson
Title: Entertainment Supervisor
Phone number: (714) 708-1878

All-Alaskan Racing Pigs
Name: Bart Noll
Title: Owner
Phone number: (541) 513-2142

CONTRACTOR AGREES:

1. To provide Racing Pig events in the Heritage Plaza area, or alternate area determined by the District, from July 16 – August 15 for the 2021 OC Fair.
2. To begin setup of race track and associated equipment on Tuesday, July 13, 2021, to be substantially completed by Wednesday, July 14, at 6:00 p.m.
3. Racing pig shows shall consist of four (4) heats of racing, four (4) pigs per heat, at 15 to 25 minutes per show (20 minutes preferred and intended).
4. Contractor shall perform five (5) shows on weekdays and six (6) shows on weekends, with each show starting at least one (1) hour apart. The beginning of the first show and the beginning of the last show shall be no more than eight (8) hours apart.
    a. Pig races shall be held Wednesdays through Fridays according to the following schedule:
        i. 2:00 p.m.;
        ii. 3:30 p.m.;
        iii. 5:00 p.m.;
        iv. 6:30 p.m.; and
        v. 8:00 p.m.

    b. Pig races shall be held Saturdays and Sundays according to the following schedule:
        i. 12:30 p.m.;
        ii. 2:00 p.m.;
        iii. 3:30 p.m.;
        iv. 5:00 p.m.;
        v. 6:30 p.m.; and
        vi. 8:00 p.m.
5. To provide race track fencing and starting gates, a high quality PA system, costumes for personnel and pigs, climate-controlled housing for pigs, a sufficient number of pigs to fulfill the race requirements, and all personnel required for the performance.
6. To provide high-quality care for the animals for the duration of the contract. State personnel have the right to inspect animals and their accommodations immediately upon request.
7. To remove the race track and associated equipment no earlier than Sunday, August 15, at 11:59 p.m. Contractor must receive approval from the District prior to tear down. Removal shall be completed by 5:00 p.m., Monday, August 16, 2021.
8. All performances will be viewed by adults and children alike. The use of profane or obscene language or gestures will not be tolerated. Any display of such language or gestures by any performer or their representatives while in the view or earshot of the public will be a finable offense subject to ONE THOUSAND DOLLARS ($1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.
9. The District, in exercise of its discretion and judgment, retains all rights to adjust the sound level or terminate the performance as it may deem necessary to ensure compliance with sound restrictions.
10. Being impaired or under the influence of legal or illegal drugs or alcohol will not be permitted. Alcohol or drugs will not be consumed before or on stage during the performance.

EXHIBIT A – SCOPE OF WORK (CONT.)

11. The OC Fair is a smoke, vape and cannabis-free event and their use is strictly forbidden in all public areas inside the fairgrounds.
12. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.
13. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.
14. The District's obligations are subject to Act of God, violent storms, riots, wars, labor difficulties, epidemics, and act or order by any public authority of any cause similar or dissimilar beyond the District's control, or in the event of the destruction of the Hangar or adjoining areas of the Fairgrounds by violent weather, fire, or national or local calamity or any unforeseen fulfillment of this Agreement by the District impossible and appearances of the Contractor impossible. If such an occurrence shall occur necessitating the cancellation of any show(s) which shall be mutually agreed upon between the District and the Contractor, then the Contractor shall be paid on a prorated basis for shows(s) performed. When one (1) show only is presented and condition(s) beyond the control of the Contractor and District which would prevent the start of the show at the scheduled time it is mutually agreed that the show can be delayed a maximum of 90 minutes to correct such condition and to present herein.

DISTRICT AGREES:

1. To pay Contractor a total amount not to exceed THIRTY SEVEN THOUSAND SIX HUNDRED DOLLARS ($37,600.00) upon satisfactory completion of services herein required on Sunday, August 15, 2021.
2. To provide a flat surface area, consisting of a minimum of 25' x 45' for the setup of the pig racing track and equipment, including a 16' x 8' storage trailer, with additional space to accommodate spectators, as determined necessary by the District.
3. To provide two (2) 20-amp electrical circuit and lighting.
4. To provide a potable water source within 100' of the track area, at least six (6) straw bales for Contractor's use and adequate wood shavings to cover the track and for bedding changes while the animals are at the event. Total amount not to exceed thirty (30) bales, if packages, or five (5) cubic yards, if bulk.
5. To provide dumpster access for, or twice daily pick-up of, Contractor's disposal of bagged, dirty bedding.
6. To clean up shavings from the track at the conclusion of the event.
7. To allow Contractor to sell novelties and services without commission, as determined appropriate for Racing Pig events, respectively. All items and services shall be pre-approved by the District.
8. To provide one (1) RV space located on or near the OC Fair & Event Center property, as determined by the District, from July 13 – August 16, 2021.
9. To provide all necessary credentials, parking passes and photo identification at the discretion of the District. Credentials will only be issued to Contractor's staff processed through the Megan's Law screening as detailed in item 11 above.

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5780-70

PAYMENT PROVISIONS:

To pay Contractor a total amount not to exceed THIRTY SEVEN THOUSAND SIX HUNDRED DOLLARS ($37,600.00) upon satisfactory completion of services herein required on Sunday, August 15, 2021.

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Sunday, August 15, 2021, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL:**
   This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
   No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
   Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
   Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
   The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR*:***
   Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:
During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:
Time is of the essence in this Agreement.

13. COMPENSATION:
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:
The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:

For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:

If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE BASED OFF THE SCOPE OF WORK)

CCC-04/2017 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS:
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST:
Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Current State Employees (Pub. Contract Code §10410):
1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):
1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE:
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

6. **RESOLUTION:**
   A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. **AIR OR WATER POLLUTION VIOLATION:**
   Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. **PAYEE DATA RECORD FORM STD. 204:**
   This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority #19-02

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate – The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. Coverages:

   a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall be not less than **$5,000,000 per occurrence** for Fairtime Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **$5,000,000 per occurrence** for the following types of Motorized Events: automobile races, drifting exhibitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, enduro, pro stock; **$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races; **$3,000,000 per occurrence** for Rodeo Events all types **with a paid gate** and any Rough Stock events; **$2,000,000 per occurrence** for Rodeo Events All Types **without a paid gate** and with any Rough Stock events and for Swap Meets/Flea Markets held two or more times per calendar year; **$2,000,000 per occurrence** for the following Motorized events: car jumping contests/demonstrations of hydraulic modifications to automobiles; **$2,000,000 per occurrence** for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Cannabis Festivals/Trade Shows, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; **$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events**; $1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

   The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the contractor/renter's activities, or business to be conducted under the contract or rental agreement/lease, must be listed in the Certificate of Insurance. If there is a self-insured retention or deductible in the contractor/renter's coverage equal to or in excess of $100,000, the self-insured retention/deductible amount shall be included as part of the Certificate of Insurance. A copy of the contractor/renter's policy declaration page containing this information as an attachment/exhibit to the Certificate of Insurance will be acceptable, provided it contains all the aforementioned information.

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than $1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.

c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

d. Medical Malpractice - Medical Malpractice coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving medical services.

e. Liquor Liability - Liquor Liability coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

5. Certificate Holder:
   - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
   - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

B. CFSA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

C. Master Certificates - A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.

2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.

2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.

3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.

4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

-End Exhibit E-

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

V06042020

1. **SCOPE**
As a result of the worldwide COVID-19 pandemic, the 32nd District Agricultural Association (OCFEC) implemented numerous essential protocols and procedures to protect OCFEC staff, renters, event promoter/producer employees, exhibitors, vendors, contractors, subcontractors, volunteers and members of the public. These protocols and procedures do not supersede or replace any existing orders issued by local governments, the State of California or the Federal Government. The protocol and procedure guidelines (COVID-19 Guidelines) apply equally to all organizations and persons doing business on OCFEC property, both public and private, and all event types, commercial, trade or other, hosted at the OCFEC.

2. **SICK, ELDERLY AND VULNERABLE PERSONS**
Anyone who feels sick should remain at home. In addition, high-risk persons who are over 65 years of age, or anyone with chronic illness or underlying medical conditions, should continue to follow recommendations to stay at home and limit public interaction.

3. **PHYSICAL DISTANCING IN THE WORKPLACE**
Physical distancing of a minimum of six (6) feet should be maintained between customer-facing employees and the general public, and – to the extent practical – between employees in the field or at employee workstations. Where isolation of employees in the field or at employee workstations is impractical, face coverings must be worn without exception.

4. **HANDWASHING, PERSONAL PROTECTIVE EQUIPMENT, AND TESTING**
Renters, event promoters, event producers, exhibitors, vendors, and their respective contractors, subcontractors and volunteers (collectively, “Business Partners”) conducting business at the OCFEC must require all customer-facing employees to either wash their hands or use hand sanitizer every thirty minutes, or wear disposable gloves which are to be changed as frequently as specified by guidelines established for each applicable job assignment. Face coverings must be provided to all employees.

Before starting a shift, all OCFEC employees and all Business Partner employees, must have their temperatures taken and documented, and individual(s) will not be permitted to remain at work if the temperature reading exceeds 100.4 degrees (°) Fahrenheit. Affected individual(s) may only return to work after registering and documenting their temperature reading below 100.4° Fahrenheit for seventy-two (72) consecutive hours.

All OCFEC event attendees, before entering OCFEC premises, must have their temperatures taken and documented. Any OCFEC event attendee with a temperature reading above 100.4° Fahrenheit will not be permitted to attend the event and will be required to immediately leave the OCFEC premises. Paid admission/parking fee refunds will be subject to processing schedule.

All competitive professional and amateur sports participants, including youth sports participants, must be tested for COVID-19 at least one (1) week before the date of the scheduled competition, and will not be permitted to compete if the intended participant tests positive for COVID-19. If the intended participant tests positive for COVID-19, he/she will not be allowed to participate in any activities at the OCFEC until after (i) receiving a negative result on a subsequent COVID-19 test and (ii) satisfying the specified 14-day (or otherwise governmentally specified) COVID-19 quarantine period.

OCFEC Business Partners should make every effort to limit physical touch points at their respective places of business, including at the OCFEC. All OCFEC event promoters must significantly increase frequency of sanitation and disinfection measures at all workstations and equipment that come into contact with OCFEC employees and the general public. All OCFEC Business Partners must assess and identify the frequency of necessary sanitation and disinfection practices, and will review and agree upon a sanitation and disinfection schedule with the OCFEC.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

Face coverings and disposable gloves must be worn by all OCFEC Business Partner customer-facing employees. All OCFEC event attendees and visitors must wear appropriate face coverings. Physical barriers, if available, are preferred but not required as the general public will make the personal decision of whether to attend an event at the OCFEC and/or patronize an OCFEC Business Partner. For the benefit of the public, OCFEC employees and Business Partner employees, handwashing or hand sanitizing should be done as soon as possible following the handling of materials that come in contact with the general public.

5. **EVENT ATTENDANCE LIMITATIONS**

Attendance at all OCFEC events, including all move-in and move-out activities, must be limited at any given time, to no more than the current maximum attendance levels permitted by all applicable local and state orders or laws.

OCFEC Business Partners must establish and actively enforce measures to monitor and ensure attendance limitation compliance. If an OFCEC Business Partner fails to comply with event attendance limitations, the OCFEC in its sole and absolute discretion may cancel the event without notice and refer the matter to local law enforcement.

6. **OCFEC BUSINESS PARTNER COMPLIANCE**

OCFEC Business Partners shall make every effort to assure compliance with COVID-19 related mitigation requirements. If an OCFEC Business Partner fails to comply with these COVID-19 Guidelines, the OCFEC in its sole and absolute discretion may close non-compliant event spaces, exhibitor spaces or other such rental spaces, or may cancel the event without notice and refer the matter to local law enforcement.

7. **COVID-19 RELEASE AND WAIVER OF LIABILITY**

As consideration for being permitted to conduct event activities at the OCFEC, OCFEC Business Partners must acknowledge and agree to all COVID-19 Pandemic and related governmental orders, directives and guidelines, and forever release the 32nd District Agricultural Association, the State, California Fair Services Authority ("CFSA"), the County, the Lessor, and any fair affiliated organization, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner's employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner's participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.

8. **EVENT ORGANIZATION PROTOCOLS**

Each OCFEC Business Partner must submit event organization-specific COVID-19 related infection mitigation protocols and procedures for OCFEC review and approval no later thirty (30) days before the event's scheduled move-in date. The OCFEC reserves the right to reject any protocols and procedures that are in conflict with, or are less stringent than, the COVID-19 Guidelines. If the OCFEC rejects the OCFEC Business Partner's COVID-19 related infection mitigation protocols and procedures, the OCFEC Business Partner must resubmit revised infection mitigation protocols and procedures for review no less than fifteen (15) days before the event's scheduled move-in date. If OCFEC Business Partner fails to submit the COVID-19 related infection mitigation protocols and procedures on time, the OCFEC in its sole and absolute discretion may terminate the agreement and cancel the event without notice.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

9. **FURTHER ACTION AS NECESSARY**

The OCFEC reserves the right to modify these COVID-19 Guidelines as circumstances warrant. Specifically, the OCFEC recognizes that additional restrictions not reflected in these guidelines may be necessary to address the health and safety of certain populations depending upon their age or underlying health concerns, or otherwise to address medical issues as they arise.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

I HAVE CAREFULLY READ THIS AGREEMENT EXHIBIT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A CONTRACTUAL AGREEMENT BETWEEN MYSELF AND THE 32ND DISTRICT AGRICULTURAL ASSOCIATION, THE STATE, CFSA, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed on _____, 20____.

OCFEC BUSINESS PARTNER:

_____
Signature

_____
Address

_____
City State ZIP

-End Exhibit F-

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev. 03/2019)

R_____ A_____ F_____

AGREEMENT NUMBER
SA-049-21HB

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
MUSIC ZIRCONIA TALENT, LLC F/S/O 24K MAGIC

2. The term of this Agreement is: **07/28/21** through **07/28/21** **FED ID:**

3. The maximum amount of this Agreement is: **$2,500.00**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work **– To provide "24K Magic" in The Hangar on July 28 at the 2021 OC Fair. See Page 2 for additional details.**	Pages 1 – 4
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 5
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 6 – 9
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 10 – 13
Exhibit E – Hangar House Rider (Insurance Requirements) (Attached hereto as part of this agreement)	Pages 14 – 18
Exhibit F – Covid-19 Infection Mitigation Protocol & Procedure (Attached hereto as part of this agreement)	Pages 19 – 21

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
MUSIC ZIRCONIA TALENT, LLC F/S/O 24K MAGIC

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Michael Twombly, Owner

CONTRACTOR BUSINESS ADDRESS
5595 Magnatron Blvd. Ste A, San Diego CA 92111
(858) 598-7311 michael@musiczirconia.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Michele Richards, Chief Executive Officer or
Joan Hamill, Chief Business Development Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACT REPRESENTATIVES:

32nd District Agriculture Association
Name: Jeff Willson
Title: Entertainment Supervisor
Phone number: (714) 708-1878

Music Zirconia
Name: Michael Twombly
Title: Owner
Phone number: (858) 598-7311

CONTRACTOR AGREES:

Performance

1. To provide the performance group "24K Magic" on Wednesday, July 28, 2021.
2. To perform one (1) show approximately 85 - 95 minutes in length on The Hangar stage beginning at 8:30 p.m.

Radius

1. The Hangar at The OC Fair has market exclusivity for this performance. No performance or advertising is allowed for events within a 30 mile radius (Southern Los Angeles, Inland Empire and Orange County) for 60 days prior to the performance date.

Press / Media

1. To refer to the performance venue as "The Hangar at the OC Fair" in all advertising and/or communications including, but not limited to, email, websites, social media outlets and print schedules.
2. To provide biographical, press release information, and current performer imagery as necessary.
3. To make band members available for media and/or promotional opportunities (see Exhibit E).
4. To promote this contracted event via Contractor email and mobile (if available) database(s), and web site.
5. All requests for press inclusion (written, photography, videography) at this performance event must be submitted to, and approved by, the OC Fair Communications Department.

Operations / Production

1. Advance performance with Doug Sturgis, the venue Production Manager, at doug@rkde.net.
2. The Hangar stage will be used by community performers during the day, in advance of this contracted performance. The stage will be clear and the venue vacated a minimum of three (3) hours in advance of the performance for load in, sound check and audience load in. It is imperative that Contractor arrive on time and prepared to facilitate load in and sound check during this short window of time.
3. Doors for the event are at approximately 60 minutes prior to the performance start time.
4. This contract is predicated on the fact that Contractor will be using in-house production as is. Any additional production expense will be financial responsibility of the Contractor. This includes, but is not limited to, backline, transportation of any kind, additional risers, musicians or extra talent, hotel accommodations, pyrotechnics, video, etc. (see Exhibit E).

Contractor Rider

1. The venue Production Manager will review any Contractor rider and attempt to make accommodations if possible, however the venue rider for The Hangar is incorporated into this contract and supersedes Contractor rider.

EXHIBIT A – SCOPE OF WORK (CONT.)

Merchandise

1. Contractor sells: District agrees to waive merchandise split.
2. Contractor must provide notification of merchandise sales a minimum of three days prior to the contracted date. Without this notification, there is no guarantee that merchandise tables, chairs, etc., will be provided.

Video Recording

1. Video recording of performances will only be allowed using simple hand-held devices such as cell phones. Tripods, high-resolution video cameras, multiple-camera recording positions, and other devices, for the purposes of this contract known as "professional video recording," will only be allowed with the permission of the OC Fair Entertainment Department. An origination fee of TWO HUNDRED FIFTY DOLLARS ($250.00) is required in order to receive permission to enlist professional video recording services or video equipment.
2. In cases where professional services are permitted, placement of any/all equipment is at the discretion of the venue Production Manager and may not, under any circumstances, interfere with the experience of customers at the event.
3. Contractor may order a live video feed recording of the performance captured by the District for a fee of TWO HUNDRED FIFTY DOLLARS ($250.00), requested through the OC Fair Entertainment Department. Such recordings will be provided to Contractor on a hard drive once payment is received (check or money order only). Contractor agrees to grant OC Fair the right to use recordings in whole or in part for promotional purposes.
4. If Contractor wishes to seek professional video recording services and to secure a live video recording from the District, a fee of THREE HUNDRED FIFTY DOLLARS ($350.00) is required.

Insurance

1. It is understood that this event includes the contracted performer only, and that there is no direct audience participation. If audience participation is to be included, the proper insurance must be arranged through OC Fair & Events Center Business Services.

Ticketing:

1. The District may, at its discretion, offer group discounts up to 20%.
2. The District may, at its discretion, offer two-for-one tickets to its season ticket holders
3. The District may, at its discretion, offer discounts of up to 50% to the public through its ticket service provider.
4. The District may, at its discretion, offer discounts of up to 50% to the public through internet distribution services such as, but not limited to, Groupon, Goldstar, Living Social, etc.

Other

1. The District reserves the right to terminate any contract, at any time, by giving the Contractor notice in writing at least thirty (30) days prior to the date when such terminations shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

EXHIBIT A – SCOPE OF WORK (CONT.)

2. The District's obligations are subject to Act of God, violent storms, riots, wars, labor difficulties, epidemics, and act or order by any public authority of any cause similar or dissimilar beyond the District's control, or in the event of the destruction of the Hangar or adjoining areas of the Fairgrounds by violent weather, fire, or national or local calamity or any unforeseen fulfillment of this Agreement by the District impossible and appearances of the Contractor impossible. If such an occurrence shall occur necessitating the cancellation of any show(s) which shall be mutually agreed upon between the District and the Contractor, then the Contractor shall be paid on a prorated basis for shows(s) performed. When one (1) show only is presented and condition(s) beyond the control of the Contractor and District which would prevent the start of the show at the scheduled time it is mutually agreed that the show can be delayed a maximum of 90 minutes to correct such condition and to present herein.

DISTRICT AGREES:

Payment

1. To pay Contractor a total not to exceed amount of TWO THOUSAND FIVE HUNDRED DOLLARS ($2,500.00) upon satisfactory completion of work herein required. Payment will be made NET 10 and delivered via US Mail.

Operations / Production

1. To provide The Hangar stage, lights and sound. Backline is not included (see Exhibit E).
2. To provide box office, ticket takers, security, usher staff and concessions.

Accommodations

1. To provide a 10' X 20' dressing room trailer in the backstage area.
2. To provide a deli style meal, bottled water and soft drinks for eight band members, crew and management. Any catering beyond these parameters will be at the sole expense of the Artist (see Exhibit E).

Credentials

1. To provide complimentary parking and admission for band members, crew and management only.
2. To provide twenty (20) complimentary performance tickets upon request. Please request through venue Production Manager at hangarproduction@ocfair.com. Guest tickets include free admission to the OC Fair and the performance event, but do not include parking.

Event Marketing

1. To provide marketing, advertising and promotion as part of the 2021 OC Fair collateral material.

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5770-70

PAYMENT PROVISIONS:

To pay Contractor a total not to exceed amount of TWO THOUSAND FIVE HUNDRED DOLLARS ($2,500.00) upon satisfactory completion of work herein required. Payment will be made NET 10 and delivered via US Mail.

Payment will be made by 32nd District Agricultural Association, State of California-issued check. As an agency of the State of California, the venue is not permitted to provide performance deposits in advance of the performance date.

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Wednesday, July 28, 2021, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL:**
   This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
   No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
   Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
   Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
   The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR*:***
   Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:
During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:
Time is of the essence in this Agreement.

13. COMPENSATION:
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:
The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE BASED OFF THE SCOPE OF WORK)

CCC-04/2017 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS:
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST:
Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Current State Employees (Pub. Contract Code §10410):
1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):
1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE:
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

6. **RESOLUTION:**
   A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. **AIR OR WATER POLLUTION VIOLATION:**
   Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. **PAYEE DATA RECORD FORM STD. 204:**
   This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES
Performer, Artist, and Contractor (hereinafter referred to as "Contractor") shall adhere to all starting and ending times as indicated in this Agreement.

CURFEW
There is a strict 10:30 p.m. curfew in effect unless an extension of curfew is approved by the 32nd District Agricultural Association (hereinafter referred to as "District") prior to the performance. If this curfew is not adhered to, Contractor shall be liable and subject to litigation and fines by the State of California for breach of contract. These fines shall be one thousand dollars ($1,000.00) per minute for the first five (5) minutes and an additional ten thousand dollars ($10,000.00) for any period thereafter.

PAYMENT
Contractor shall be paid by District check upon completion of performance. There shall be no cash payments and no check cashing shall be authorized. Contractors who are non-residents of California will be subject to State withholding by the Franchise Tax Board at a rate of seven percent (7%) unless a Form 590 has been completed and returned to the District.

PUBLIC ACCESS TO FACILITY
The facility will be open to the public approximately 60 minutes prior to the start of the show. There shall be no exceptions to this stated time. This requirement is necessary to meet safety and crowd control procedures set by the State of California Fire Marshal and the Orange County Sheriff's Department.

DECIBEL LEVEL
Sound pressure levels must not exceed:

1. 85 dB, no weighting, averaged over a 5-minute period at directly backstage. Random readings will be taken throughout sound check and performance.
2. 95 dB, no weighting, averaged over a 5-minute period at FOH.
3. 55 dB, LEQ average in surrounding neighborhoods (distance is typically 1,000 feet or more from the Hangar FOH location).
4. If any one (1) of the above conditions is exceeded, regardless of compliance in the remaining areas, Contractor will be asked to reduce levels to comply.

House sound will include stage monitors. District Agrees to use Contractor's monitor system, at Contractor's request, at no additional cost to the District.

Contractor shall be bound by the sound covenant and shall at all times during any pre-concert sound checks and the concert operate within the sound restrictions. Contractor agrees that upon discovery or notification of any occurrence of sound level exceedance by either the District, or a designated sound monitor or other designee, Contractor shall immediately adjust the sound level to come into compliance with sound level specifications. If repeated sound level violations occur within concert performance after such notification, Contractor agrees to immediately terminate the concert.

In addition to the above terms, Contractor agrees that the District, in exercise of its discretion and judgment, retains all rights to adjust the sound level or terminate the concert performance as it may deem necessary to ensure compliance with the sound restrictions.

MEDIA - WEBSITE
The District requires that the Contractor place specific information about the contracted event at the OC Fair on its website. Information should include the entertainer's name, date, time of performance(s) at the OC Fair, and a web link to OC Fair website (www.ocfair.com).

MEDIA - INTERVIEW
The District also requests that the Contractor consent to at least one (1), fifteen (15)-minute promotional interview with a local radio station in advance of their performance at the OC Fair. Radio station to be selected by the District.

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

MEDIA - VIDEO
Local affiliates of national television networks, upon issuance of proper District press credentials and approval of Contractor's representative, shall be allowed to videotape up to three (3) minutes of performance for news purposes only. The District actively discourages all non-legitimate videotaping activity.

MEDIA - STILL PHOTOGRAPHY
Representatives of legitimate press organizations, upon issuance of proper District press credentials, shall be allowed to photograph a portion of the performance for review purposes only. The District actively discourages all non-legitimate use of still photography.

MEET & GREETS
The District requests that the Contractor participate in a pre-performance or post-performance meet & greet as arranged by the venue.

PRODUCTION
This contract is predicated on the fact that Contractor will be using in-house production as is. The District will provide The Hangar stage, lights and sound. Backline is not included. Approximately two (2) hours are allotted to set the stage and perform soundcheck.

Any additional gear required will be at the sole expense of the Contractor. This includes but is not limited to: backline, transportation, additional riser(s), musicians or additional talent, pyrotechnics, etc. Any labor required to strike and restore changes to existing truss system is at the sole expense of the Contractor.

The Contractor is welcome to bring additional production equipment, such as monitor systems, FOH console(s), lighting console(s), and additional lighting fixtures to be added to the pre-existing truss system. The cost of setting up additional equipment is the sole responsibility of the Contractor.

If seats are killed as a result of any gear that is brought in specifically for a Hangar performance, the Contractor will be charged back the face value of the killed seats plus any refund amount required to relocate guests who have purchased seats the must be killed.

SOUND AND LIGHTS
Contractor agrees to use District-provided industry standard sound and lighting equipment. Any other expense for gear and associated labor to install, strike or cause any other expense is at the sole cost of the Contractor.

RENTAL EQUIPMENT
The District may provide, but will not be responsible for payment of rental equipment, unless otherwise specifically stated in this Agreement.

HOSPITALITY
The District may provide meal service, when contracted, chosen from a District-determined menu. District will use Contractor's contract rider as a guide, but will be the final determiner of the meal that is served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e., tour bus food service) may be requested by the Contractor at the Contractor's expense from the on-site caterer. The District will not provide alcohol, tobacco, vape and cannabis products, nor will runners be available to secure these items. The OC Fair is a smoke-free event and the use of tobacco, vape and cannabis therein is strictly forbidden.

SPONSORSHIPS
The District's sponsorships will take precedence over Contractor's sponsorships. Contractors who have a sponsor will receive one-half (1/2) the number of signs, posters, impressions compared to the number of the District's sponsor. Contractor's sponsorship signage may be used only with District Management's approval. The District's CEO and sponsorship manager shall be notified prior to the signing of this Agreement of any potential conflicts related to sponsors. Contractors shall not receive any revenues from District sponsorships.

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

The Hangar is eligible for two (2) sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Hangar.

FORCE MAJEURE CLAUSE

The District's obligations are subject to Act of God, violent storms, riots, wars, labor difficulties, epidemics, and act or order by any public authority of any cause similar or dissimilar beyond the District's control, or in the event of the destruction of the Hangar or adjoining areas of the Fairgrounds by violent weather, fire, or national or local calamity or any unforeseen fulfillment of this Agreement by the District impossible and appearances of the Contractor impossible. If such an occurrence shall occur necessitating the cancellation of any show(s) which shall be mutually agreed upon between the District and the Contractor, then the Contractor shall be paid on a prorated basis for shows(s) performed. When one (1) show only is presented and condition(s) beyond the control of the Contractor and District which would prevent the start of the show at the scheduled time it is mutually agreed that the show can be delayed a maximum of 90 minutes to correct such condition and to present herein.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers' Compensation Insurance for its employees as required by law. Prior to date of performance, all performers shall submit to the District proof of valid Workers' Compensation Insurance coverage for all of their employees, unless performer has certified on Payee Data Record – STD. 204, that he/she is a sole proprietor and has no employees. It is mutually agreed that the District is relying upon the Contractor's specific representation and warranty that it has the proper Workers Compensation Insurance and that the Contractor will indemnify and hold harmless the District in the event it did not have the insurance.

Contractor further certifies that by signing this Agreement, Contractor will comply with such provisions under Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code immediately upon hiring any employee and before commencing the performance of this Agreement.

INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, and employees from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents).

COPYRIGHT INFRINGEMENT INDEMNIFICATION

Contractor warrants and represents that no musical, literary, or artistic work or other property protected by copyright will be performed, reproduced or used in the performance of this Agreement unless Contractor has previously thereto obtained written permission from the copyright holder or is otherwise exempt under 17 U.S.C. §§110:

"notwithstanding the provisions of Section 106, the following are not infringements of copyright:…

(6) performance of a nondramatic musical work by a governmental body or a nonprofit agricultural or horticultural organization, in the course of an annual agricultural or horticultural fair or exhibition conducted by such body or organization; the exemption provided by this clause shall extend to any liability for copyright infringement that would otherwise be imposed on such body or organization, under doctrines of vicarious liability or related infringement for a performance by a concessionaire, business establishment, or other person at such fair or exhibition, but shall not excuse any such person from liability for the performance."

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

Contractor acknowledges that Contractor acts under this Agreement as an independent contractor charged with the responsibility, in Contractor's sole discretion, for selection, performance, reproduction and use of such musical, literary and artistic works as contractor deems appropriate and that Contractor undertakes strict compliance with all laws respecting copyrights and the performance, reproduction and use of musical, literary and artistic works.

Contractor warrants that in the performance of this Agreement, Contractor will not infringe any statutory, common law or other right of any person in performing, reproducing or otherwise making use of any work or material. Contractor will indemnify, save and hold harmless the State and its agencies, including District, and their officers, agents, employees and servants from and against all claims, costs, and expenses (including legal fees), demands, actions and liability of every kind and character whatsoever with respect to copyright and the performance, reproduction and use of musical, literary and artistic works. Contractor authorizes the withholding of payment under this Agreement pending the final disposition of any claim which may result from the foregoing indemnification.

MISCELLANEOUS

The performance may be emceed by (i.e. "welcomed by") a local market radio station personality. In no way shall this be considered a "co-promotion" or "presented by" situation. Contractor shall be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall provide to the District any and all available materials, specifically to include biographical information, photographs, audio and/or video tapes (beta only) for District's use in promotional, collateral and advertising material for this event/performance.

All promotional, collateral and advertising material for the event will be developed and approved by the District. This material will be executed in a festival-style approach. All Contractor names including spelling, capitalization, and addendums must be designated in contracts. Changes cannot be made after the contract has been finalized.

Contractor will not have prior approval of any Fair-related promotional or advertising material. All Contractor guidelines must be outlined in contracts and will be incorporated as indicated.

No preferential changes of images provided by Contractor's management or publicity agents will be permitted unless provided image is no longer valid due to personnel changes.

CONTRACTOR COMPLIMENTARY TICKETS

The District will provide the Contractor with a reasonable number of complimentary concert tickets. The amount will be negotiated at the point of booking and any tickets past that amount must be purchased by the Contractor. Should the show carry a co-headliner, support or an opening act, that number will be reduced proportionately. Contractor's guests will be subject to a parking charge at the event. If available, the Contractor may purchase additional tickets through the OC Fair box office.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

PROFANE OR OBSCENE LANGUAGE

This is a State of California facility and all performances will be viewed by adults and children alike. The use of profane or obscene language or gestures will not be tolerated. Any display of such language or gestures by any contracted performer, their crew, or their representatives or associates while in the view or earshot of any Fair guest will be a finable offense subject to ONE THOUSAND DOLLARS ($1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

OFFENSIVE OR POLITICAL STATEMENTS OR PROPS

The display of offensive, political or controversial statements, slogans, flags (specifically the Confederate flag) or emblems as part of branding or decoration will not be tolerated. Any display by any contracted performer, their crew, or their representatives or associates while in the view of any Fair guest will be a finable offense subject to ONE THOUSAND DOLLARS ($1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.

CONFLICT OF LAWS OR TERMS

It is expressly understood and agreed that this Agreement shall be governed by the laws of the State of California both substantive and procedural. In the case of conflict between the District/State Documents and Contractor's Documents, the District/State Documents shall prevail if the parties can not mutually agree upon a resolution of the conflict.

CONTRACTOR'S POWER AND AUTHORITY

Contractor or Contractor's designee as signatory to this Agreement is empowered and has the authority to enter into this Agreement and bind Contractor to the terms and conditions contained herein. If the Contractor is not signing and contracting in own name to perform the entertainment services, then whatever business entity is signing and contracting to provide the services of the Contractor shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation "F/S/O" (for the services of) and immediately followed by the name of the performing Contractor on the preprinted blank line on the first page.

-End Exhibit E-

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

V06042020

1. **SCOPE**
As a result of the worldwide COVID-19 pandemic, the 32nd District Agricultural Association (OCFEC) implemented numerous essential protocols and procedures to protect OCFEC staff, renters, event promoter/producer employees, exhibitors, vendors, contractors, subcontractors, volunteers and members of the public. These protocols and procedures do not supersede or replace any existing orders issued by local governments, the State of California or the Federal Government. The protocol and procedure guidelines (COVID-19 Guidelines) apply equally to all organizations and persons doing business on OCFEC property, both public and private, and all event types, commercial, trade or other, hosted at the OCFEC.

2. **SICK, ELDERLY AND VULNERABLE PERSONS**
Anyone who feels sick should remain at home. In addition, high-risk persons who are over 65 years of age, or anyone with chronic illness or underlying medical conditions, should continue to follow recommendations to stay at home and limit public interaction.

3. **PHYSICAL DISTANCING IN THE WORKPLACE**
Physical distancing of a minimum of six (6) feet should be maintained between customer-facing employees and the general public, and – to the extent practical – between employees in the field or at employee workstations. Where isolation of employees in the field or at employee workstations is impractical, face coverings must be worn without exception.

4. **HANDWASHING, PERSONAL PROTECTIVE EQUIPMENT, AND TESTING**
Renters, event promoters, event producers, exhibitors, vendors, and their respective contractors, subcontractors and volunteers (collectively, “Business Partners”) conducting business at the OCFEC must require all customer-facing employees to either wash their hands or use hand sanitizer every thirty minutes, or wear disposable gloves which are to be changed as frequently as specified by guidelines established for each applicable job assignment. Face coverings must be provided to all employees.

Before starting a shift, all OCFEC employees and all Business Partner employees, must have their temperatures taken and documented, and individual(s) will not be permitted to remain at work if the temperature reading exceeds 100.4 degrees (°) Fahrenheit. Affected individual(s) may only return to work after registering and documenting their temperature reading below 100.4° Fahrenheit for seventy-two (72) consecutive hours.

All OCFEC event attendees, before entering OCFEC premises, must have their temperatures taken and documented. Any OCFEC event attendee with a temperature reading above 100.4° Fahrenheit will not be permitted to attend the event and will be required to immediately leave the OCFEC premises. Paid admission/parking fee refunds will be subject to processing schedule.

All competitive professional and amateur sports participants, including youth sports participants, must be tested for COVID-19 at least one (1) week before the date of the scheduled competition, and will not be permitted to compete if the intended participant tests positive for COVID-19. If the intended participant tests positive for COVID-19, he/she will not be allowed to participate in any activities at the OCFEC until after (i) receiving a negative result on a subsequent COVID-19 test and (ii) satisfying the specified 14-day (or otherwise governmentally specified) COVID-19 quarantine period.

OCFEC Business Partners should make every effort to limit physical touch points at their respective places of business, including at the OCFEC. All OCFEC event promoters must significantly increase frequency of sanitation and disinfection measures at all workstations and equipment that come into contact with OCFEC employees and the general public. All OCFEC Business Partners must assess and identify the frequency of necessary sanitation and disinfection practices, and will review and agree upon a sanitation and disinfection schedule with the OCFEC.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

Face coverings and disposable gloves must be worn by all OCFEC Business Partner customer-facing employees. All OCFEC event attendees and visitors must wear appropriate face coverings. Physical barriers, if available, are preferred but not required as the general public will make the personal decision of whether to attend an event at the OCFEC and/or patronize an OCFEC Business Partner. For the benefit of the public, OCFEC employees and Business Partner employees, handwashing or hand sanitizing should be done as soon as possible following the handling of materials that come in contact with the general public.

5. **EVENT ATTENDANCE LIMITATIONS**

Attendance at all OCFEC events, including all move-in and move-out activities, must be limited at any given time, to no more than the current maximum attendance levels permitted by all applicable local and state orders or laws.

OCFEC Business Partners must establish and actively enforce measures to monitor and ensure attendance limitation compliance. If an OFCEC Business Partner fails to comply with event attendance limitations, the OCFEC in its sole and absolute discretion may cancel the event without notice and refer the matter to local law enforcement.

6. **OCFEC BUSINESS PARTNER COMPLIANCE**

OCFEC Business Partners shall make every effort to assure compliance with COVID-19 related mitigation requirements. If an OCFEC Business Partner fails to comply with these COVID-19 Guidelines, the OCFEC in its sole and absolute discretion may close non-compliant event spaces, exhibitor spaces or other such rental spaces, or may cancel the event without notice and refer the matter to local law enforcement.

7. **COVID-19 RELEASE AND WAIVER OF LIABILITY**

As consideration for being permitted to conduct event activities at the OCFEC, OCFEC Business Partners must acknowledge and agree to all COVID-19 Pandemic and related governmental orders, directives and guidelines, and forever release the 32nd District Agricultural Association, the State, California Fair Services Authority ("CFSA"), the County, the Lessor, and any fair affiliated organization, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner's employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner's participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.

8. **EVENT ORGANIZATION PROTOCOLS**

Each OCFEC Business Partner must submit event organization-specific COVID-19 related infection mitigation protocols and procedures for OCFEC review and approval no later thirty (30) days before the event's scheduled move-in date. The OCFEC reserves the right to reject any protocols and procedures that are in conflict with, or are less stringent than, the COVID-19 Guidelines. If the OCFEC rejects the OCFEC Business Partner's COVID-19 related infection mitigation protocols and procedures, the OCFEC Business Partner must resubmit revised infection mitigation protocols and procedures for review no less than fifteen (15) days before the event's scheduled move-in date. If OCFEC Business Partner fails to submit the COVID-19 related infection mitigation protocols and procedures on time, the OCFEC in its sole and absolute discretion may terminate the agreement and cancel the event without notice.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

9. **FURTHER ACTION AS NECESSARY**

The OCFEC reserves the right to modify these COVID-19 Guidelines as circumstances warrant. Specifically, the OCFEC recognizes that additional restrictions not reflected in these guidelines may be necessary to address the health and safety of certain populations depending upon their age or underlying health concerns, or otherwise to address medical issues as they arise.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

I HAVE CAREFULLY READ THIS AGREEMENT EXHIBIT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A CONTRACTUAL AGREEMENT BETWEEN MYSELF AND THE 32ND DISTRICT AGRICULTURAL ASSOCIATION, THE STATE, CFSA, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed on _____, 20____.

OCFEC BUSINESS PARTNER:

_____
Signature

_____
Address

_____
City State ZIP

-End Exhibit F-

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev. 03/2019)

R_____ A_____ F_____

AGREEMENT NUMBER
SA-034-21GE

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
DANIEL MAIKA HAMAMOTO

2. The term of this Agreement is: **07/16/2021** through **07/18/2021** **FED ID:**

3. The maximum amount of this Agreement is: **$1,200.00**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work **– To provide the performer "Danny Maika" at the 2021 OC Fair, July 16 – 18. See Page 2 for additional details.**	Pages 1 – 3
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 4
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 5 – 8
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 9 – 12
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 13 – 15
Exhibit F – Covid-19 Infection Mitigation Protocol & Procedure (Attached hereto as part of this agreement)	Pages 16 – 18

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
DANIEL MAIKA HAMAMOTO

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Danny Maika, Performer

CONTRACTOR BUSINESS ADDRESS
8211 San Angelo Drive, Apt. L4, Huntington Beach, CA 92647
(714) 310-8222 info@dannymaika.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Michele Richards, Chief Executive Officer or
Joan Hamill, Chief Business Development Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACT REPRESENTATIVES:

32nd District Agriculture Association
Name: Jeff Willson
Title: Entertainment Supervisor
Phone number: (714) 708-1878

Danny Maika
Name: Daniel Maika Hamamoto
Title: Performer
Phone number: (714) 310-8222

CONTRACTOR AGREES:

1. To provide the performer "Danny Maika," on the Promenade Stage from July 16 - 18 at the 2021 OC Fair.
2. The performances shall take place from 8:15 p.m. – 11:00 p.m. Each performance shall consist of three (3) sets of approximately 45 minutes on and 15 minutes off.
3. No tip jars are allowed.
4. To provide biographical and news release information as necessary.
5. To promote contracted event via Contractor email and mobile (if available) database(s), and website.
6. The District, in exercise of its discretion and judgment, retains all rights to adjust the sound level or terminate the performance as it may deem necessary to ensure compliance with sound restrictions.
7. All performances will be viewed by adults and children alike. The use of profane or obscene language or gestures will not be tolerated. Any display of such language or gestures by any performer or their representatives while in the view or earshot of the public will be a finable offense subject to ONE THOUSAND DOLLARS ($1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.
8. Being impaired or under the influence of legal or illegal drugs or alcohol will not be permitted. Alcohol will not be consumed before or on stage during the performance.
9. The OC Fair is a smoke, vape and cannabis-free event and their use is strictly forbidden in all public areas inside the fairgrounds.
10. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.
11. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.
12. The District's obligations are subject to Act of God, violent storms, riots, wars, labor difficulties, epidemics, and act or order by any public authority of any cause similar or dissimilar beyond the District's control, or in the event of the destruction of the Hangar or adjoining areas of the Fairgrounds by violent weather, fire, or national or local calamity or any unforeseen fulfillment of this Agreement by the District impossible and appearances of the Contractor impossible. If such an occurrence shall occur necessitating the cancellation of any show(s) which shall be mutually agreed upon between the District and the Contractor, then the Contractor shall be paid on a prorated basis for shows(s) performed. When one (1) show only is presented and condition(s) beyond the control of the Contractor and District which would prevent the start of the show at the scheduled time it is mutually agreed that the show can be delayed a maximum of 90 minutes to correct such condition and to present herein.

EXHIBIT A – SCOPE OF WORK (CONT.)

DISTRICT AGREES:

1. To provide the Promenade Stage, lights and sound on performance dates and times.
2. To provide complimentary parking and OC Fair admission for band members, crew and management.
3. To waive venue merchandise split provided Contractor sells.
4. To provide promotion and advertising as part of the 2021 OC Fair collateral material.
5. To pay Contractor a total sum not to exceed ONE THOUSAND TWO HUNDRED DOLLARS ($1,200.00) upon satisfactory completion of work herein required on Sunday, July 18, 2021

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5780-70

PAYMENT PROVISIONS:

To pay Contractor a total sum not to exceed ONE THOUSAND TWO HUNDRED DOLLARS ($1,200.00) upon satisfactory completion of work herein required on Sunday, July 18, 2021.

Payment will be made by 32nd District Agricultural Association, State of California-issued check. As an agency of the State of California, the venue is not permitted to provide performance deposits in advance of the performance date.

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Sunday, July 18, 2021, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL:**
   This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
   No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
   Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
   Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
   The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR*:***
   Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:
During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:
Time is of the essence in this Agreement.

13. COMPENSATION:
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:
The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:

For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:

If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE BASED OFF THE SCOPE OF WORK)

CCC-04/2017 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS:
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST:
Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Current State Employees (Pub. Contract Code §10410):
1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):
1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE:
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

6. **RESOLUTION:**
   A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. **AIR OR WATER POLLUTION VIOLATION:**
   Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. **PAYEE DATA RECORD FORM STD. 204:**
   This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority #19-02

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate – The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. Coverages:

   a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall be not less than **$5,000,000 per occurrence** for Fairtime Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **$5,000,000 per occurrence** for the following types of Motorized Events: automobile races, drifting exhibitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, enduro, pro stock; **$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races; **$3,000,000 per occurrence** for Rodeo Events all types **with a paid gate** and any Rough Stock events; **$2,000,000 per occurrence** for Rodeo Events All Types **without a paid gate** and with any Rough Stock events and for Swap Meets/Flea Markets held two or more times per calendar year; **$2,000,000 per occurrence** for the following Motorized events: car jumping contests/demonstrations of hydraulic modifications to automobiles; **$2,000,000 per occurrence** for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Cannabis Festivals/Trade Shows, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; **$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events**; $1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

   The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the contractor/renter's activities, or business to be conducted under the contract or rental agreement/lease, must be listed in the Certificate of Insurance. If there is a self-insured retention or deductible in the contractor/renter's coverage equal to or in excess of $100,000, the self-insured retention/deductible amount shall be included as part of the Certificate of Insurance. A copy of the contractor/renter's policy declaration page containing this information as an attachment/exhibit to the Certificate of Insurance will be acceptable, provided it contains all the aforementioned information.

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than $1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.

c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

d. Medical Malpractice - Medical Malpractice coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving medical services.

e. Liquor Liability - Liquor Liability coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

5. Certificate Holder:
   - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
   - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

B. CFSA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

C. Master Certificates - A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.

2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.

2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.

3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.

4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

-End Exhibit E-

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

V06042020

1. **SCOPE**
As a result of the worldwide COVID-19 pandemic, the 32nd District Agricultural Association (OCFEC) implemented numerous essential protocols and procedures to protect OCFEC staff, renters, event promoter/producer employees, exhibitors, vendors, contractors, subcontractors, volunteers and members of the public. These protocols and procedures do not supersede or replace any existing orders issued by local governments, the State of California or the Federal Government. The protocol and procedure guidelines (COVID-19 Guidelines) apply equally to all organizations and persons doing business on OCFEC property, both public and private, and all event types, commercial, trade or other, hosted at the OCFEC.

2. **SICK, ELDERLY AND VULNERABLE PERSONS**
Anyone who feels sick should remain at home. In addition, high-risk persons who are over 65 years of age, or anyone with chronic illness or underlying medical conditions, should continue to follow recommendations to stay at home and limit public interaction.

3. **PHYSICAL DISTANCING IN THE WORKPLACE**
Physical distancing of a minimum of six (6) feet should be maintained between customer-facing employees and the general public, and – to the extent practical – between employees in the field or at employee workstations. Where isolation of employees in the field or at employee workstations is impractical, face coverings must be worn without exception.

4. **HANDWASHING, PERSONAL PROTECTIVE EQUIPMENT, AND TESTING**
Renters, event promoters, event producers, exhibitors, vendors, and their respective contractors, subcontractors and volunteers (collectively, “Business Partners”) conducting business at the OCFEC must require all customer-facing employees to either wash their hands or use hand sanitizer every thirty minutes, or wear disposable gloves which are to be changed as frequently as specified by guidelines established for each applicable job assignment. Face coverings must be provided to all employees.

Before starting a shift, all OCFEC employees and all Business Partner employees, must have their temperatures taken and documented, and individual(s) will not be permitted to remain at work if the temperature reading exceeds 100.4 degrees (°) Fahrenheit. Affected individual(s) may only return to work after registering and documenting their temperature reading below 100.4° Fahrenheit for seventy-two (72) consecutive hours.

All OCFEC event attendees, before entering OCFEC premises, must have their temperatures taken and documented. Any OCFEC event attendee with a temperature reading above 100.4° Fahrenheit will not be permitted to attend the event and will be required to immediately leave the OCFEC premises. Paid admission/parking fee refunds will be subject to processing schedule.

All competitive professional and amateur sports participants, including youth sports participants, must be tested for COVID-19 at least one (1) week before the date of the scheduled competition, and will not be permitted to compete if the intended participant tests positive for COVID-19. If the intended participant tests positive for COVID-19, he/she will not be allowed to participate in any activities at the OCFEC until after (i) receiving a negative result on a subsequent COVID-19 test and (ii) satisfying the specified 14-day (or otherwise governmentally specified) COVID-19 quarantine period.

OCFEC Business Partners should make every effort to limit physical touch points at their respective places of business, including at the OCFEC. All OCFEC event promoters must significantly increase frequency of sanitation and disinfection measures at all workstations and equipment that come into contact with OCFEC employees and the general public. All OCFEC Business Partners must assess and identify the frequency of necessary sanitation and disinfection practices, and will review and agree upon a sanitation and disinfection schedule with the OCFEC.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

Face coverings and disposable gloves must be worn by all OCFEC Business Partner customer-facing employees. All OCFEC event attendees and visitors must wear appropriate face coverings. Physical barriers, if available, are preferred but not required as the general public will make the personal decision of whether to attend an event at the OCFEC and/or patronize an OCFEC Business Partner. For the benefit of the public, OCFEC employees and Business Partner employees, handwashing or hand sanitizing should be done as soon as possible following the handling of materials that come in contact with the general public.

5. **EVENT ATTENDANCE LIMITATIONS**

Attendance at all OCFEC events, including all move-in and move-out activities, must be limited at any given time, to no more than the current maximum attendance levels permitted by all applicable local and state orders or laws.

OCFEC Business Partners must establish and actively enforce measures to monitor and ensure attendance limitation compliance. If an OFCEC Business Partner fails to comply with event attendance limitations, the OCFEC in its sole and absolute discretion may cancel the event without notice and refer the matter to local law enforcement.

6. **OCFEC BUSINESS PARTNER COMPLIANCE**

OCFEC Business Partners shall make every effort to assure compliance with COVID-19 related mitigation requirements. If an OCFEC Business Partner fails to comply with these COVID-19 Guidelines, the OCFEC in its sole and absolute discretion may close non-compliant event spaces, exhibitor spaces or other such rental spaces, or may cancel the event without notice and refer the matter to local law enforcement.

7. **COVID-19 RELEASE AND WAIVER OF LIABILITY**

As consideration for being permitted to conduct event activities at the OCFEC, OCFEC Business Partners must acknowledge and agree to all COVID-19 Pandemic and related governmental orders, directives and guidelines, and forever release the 32nd District Agricultural Association, the State, California Fair Services Authority ("CFSA"), the County, the Lessor, and any fair affiliated organization, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner's employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner's participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.

8. **EVENT ORGANIZATION PROTOCOLS**

Each OCFEC Business Partner must submit event organization-specific COVID-19 related infection mitigation protocols and procedures for OCFEC review and approval no later thirty (30) days before the event's scheduled move-in date. The OCFEC reserves the right to reject any protocols and procedures that are in conflict with, or are less stringent than, the COVID-19 Guidelines. If the OCFEC rejects the OCFEC Business Partner's COVID-19 related infection mitigation protocols and procedures, the OCFEC Business Partner must resubmit revised infection mitigation protocols and procedures for review no less than fifteen (15) days before the event's scheduled move-in date. If OCFEC Business Partner fails to submit the COVID-19 related infection mitigation protocols and procedures on time, the OCFEC in its sole and absolute discretion may terminate the agreement and cancel the event without notice.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

9. **FURTHER ACTION AS NECESSARY**

The OCFEC reserves the right to modify these COVID-19 Guidelines as circumstances warrant. Specifically, the OCFEC recognizes that additional restrictions not reflected in these guidelines may be necessary to address the health and safety of certain populations depending upon their age or underlying health concerns, or otherwise to address medical issues as they arise.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

I HAVE CAREFULLY READ THIS AGREEMENT EXHIBIT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A CONTRACTUAL AGREEMENT BETWEEN MYSELF AND THE 32ND DISTRICT AGRICULTURAL ASSOCIATION, THE STATE, CFSA, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed on _____, 20____.

OCFEC BUSINESS PARTNER:

_____
Signature

_____
Address

_____
City State ZIP

-End Exhibit F-

STATE OF CALIFORNIA
STANDARD AGREEMENT **R_____ A_____ F_____**
STD 213 (Rev. 03/2019)

AGREEMENT NUMBER
SA-070-21LS
PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
GREAT AMERICAN ENTERTAINMENT COMPANY, LLC

2. The term of this Agreement is: 07/13/2021 through 08/16/2021 **FED ID:**

3. The maximum amount of this Agreement is: **$18,400.00**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work **–** To provide the Great American Petting Zoo at the 2021 OC Fair.	Pages 2-3
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 4
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 5-8
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 9–12
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 13–15
Exhibit F – OCFEC Megan's Law Screening & Certification Form (Attached hereto as part of this agreement)	Pages 16–17
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 18–19
Exhibit H – Additional Contract Terms & Conditions (Attached hereto as part of this agreement)	Pages 20–24
Exhibit I – COVID-19 Infection Mitigation Protocol & Procedure Guidelines (Attached hereto as part of this agreement)	Pages 25-27

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
GREAT AMERICAN ENTERTAINMENT COMPANY, LLC

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Pamela Jaeger, Administrative Coordinator

CONTRACTOR BUSINESS ADDRESS
5396 S. US Hwy 281, Stephenville, TX 76401
(541) 512-1100 or (760) 872-7770, email: pamela@greatamericanpettingzoo.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND District Agricultural Association/OC Fair & Event Center

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Joan Hamill, Chief Business Development Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK

CONTRACT REPRESENTATIVES
32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER
Evy Young, Agriculture Education Supervisor
Phone Number (714) 708- 1925

GREAT AMERICAN ENTERTAINMENT COMPANY, LLC
Pamela Jaeger, Administrative Coordinator
(541) 512-1100 or (760) 872-7770

CONTRACTOR AGREES:

1. To provide the "Great American Petting Zoo" from July 16 – August 15 for the 2021 OC Fair.

2. To participate in the Animal Welfare meeting on Thursday, July 15, 2021 at 11:30 a.m. in the Livestock Department Office. Contractor must adhere to animal welfare policies, including regular veterinary inspections provided by the official OC Fair veterinarian.

3. To set up the exhibit Tuesday, July 13, and/or Wednesday, July 14, 2021, at a time to be determined by the Livestock Supervisor. Setup must be completed by 6:00 p.m., Wednesday, July 14, 2021.

4. To begin teardown and removal of the exhibit no earlier than Sunday, August 15, 2021, at 11:00 p.m. Contractor must receive approval from the District prior to tearing down the exhibit. Further, tear-down will not begin until all OC Fair guests have exited the petting zoo containment area.

5. The petting zoo shall be open continuously Wednesday – Sunday, from 11:00 a.m. to 9:00 p.m. (10 hours)

6. Animals are to occupy an approximately 20' x 60' space with appropriate signage and will include kangaroos (Bennett's wallabies), llamas, deer and fawns, miniature horses, miniature donkeys, calves, poultry/birds and Vietnamese potbelly pigs.

7. To provide two (2) managers to ensure the zoo is kept clean through all hours of operation as well as Mondays and Tuesdays when the Fair is closed, and seven (7) uniformed staff to operate the zoo.

8. To provide educational information signage, handouts, or operational video tapes, to the public.

9. To maintain a hand washing station using supplies provided by the District.

10. To purchase straw, shavings, and alfalfa through the Livestock Department Office.

11. To sell animal feed to the public for $3.00 per unit or two (2) units for $5.00. Contractor to retain all proceeds from the sale of feed. Contractor shall also be permitted to sell Contractor-branded coloring books and stuffed animals without commission to the District for the 2021 OC Fair. Merchandise shall be charged at the following rates: a. Animals Adventures at the Farm coloring book: $5 each, b. Assorted Stuffed Animals: $5 - $25 each. Contractor to provide a comprehensive report for all sales (feed and merchandise) to the District no later than August 31, 2021. Report must include the total amount of feed sold in quantity and/or dollars broken down by each day of the OC Fair and submitted to Evy Young at 88 Fair Drive, Costa Mesa, CA 92626 or eyoung@ocfair.com.

12. The location of the petting zoo will be at the discretion of the District and may change from previous years.

13. That this contract is contingent upon obtaining the required insurance coverage effective for July and August 2021.

EXHIBIT A – SCOPE OF WORK (CONT.)

14. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.

15. The District reserves the right to terminate any contract at any time without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

DISTRICT AGREES:

1. To provide space for a 20' x 60' petting zoo.

2. To provide space for one (1) 45' stock trailer near the petting zoo to house the animals at night or to give them a break during the day.

3. Water and electricity (3 20-amp & 1 30-amp circuit) within 50' of petting farm

4. To provide credentials for petting zoo employees for the run of the 2021 OC Fair.

5. To provide space for two (2) vehicles to park, beyond public view, for the run of the 2021 OC Fair.

6. To provide supplies for the hand washing station.

7. To allow Contractor to retain all feed-related sales and sell Contractor-branded items at no commission to the District. All items must be pre-approved by the District.

8. To pay the Contractor a total sum not to exceed EIGHTEEN THOUSAND FOUR HUNDRED DOLLARS ($18,400.00) upon satisfactory completion of work herein required on Sunday, August 15, 2021.

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5100-62

PAYMENT PROVISIONS:

Payment will be made upon satisfactory completion of work herein required on Sunday, August 15, 2021 and upon receipt of proper invoice.

Invoice shall be itemized and contain the District's Purchase Order number. Invoice to be sent via email to AP@ocfair.com or mailed as follows:

OC Fair & Event Center
Attn: Accounts Payable
88 Fair Drive
Costa Mesa, CA 92626

Contractor to receive a total sum not to exceed EIGHTEEN THOUSAND FOUR HUNDRED DOLLARS ($18,400.00) upon satisfactory completion of work herein required on Sunday, August 15, 2021.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL:**
   This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
   No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
   Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
   Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
   The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR*:***
   Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:
During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:
Time is of the essence in this Agreement.

13. COMPENSATION:
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:
The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)
Page 3 of 4

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC 04/2017 / CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)
Page 2 of 4

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:**
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. **GENDER IDENTITY**:
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)
Page 3 of 4

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)
Page 4 of 4

4. CONTRACTOR NAME CHANGE:
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:
A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION:
Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:
This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS
Page 1 of 3

California Fair Services Authority #19-02

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate – The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. Coverages:

   a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall be not less than **$5,000,000 per occurrence** for Fairtime Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **$5,000,000 per occurrence** for the following types of Motorized Events: automobile races, drifting exhibitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, enduro, pro stock; **$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races; **$3,000,000 per occurrence** for Rodeo Events all types **with a paid gate** and any Rough Stock events; **$2,000,000 per occurrence** for Rodeo Events All Types **without a paid gate** and with any Rough Stock events and for Swap Meets/Flea Markets held two or more times per calendar year; **$2,000,000 per occurrence** for the following Motorized events: car jumping contests/demonstrations of hydraulic modifications to automobiles; **$2,000,000 per occurrence** for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Cannabis Festivals/Trade Shows, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; **$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events**; $1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

   The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the contractor/renter's activities, or business to be conducted under the contract or rental agreement/lease, must be listed in the Certificate of Insurance. If there is a self-insured retention or deductible in the contractor/renter's coverage equal to or in excess of $100,000, the self-insured retention/deductible amount shall be included as part of the Certificate of Insurance. A copy of the contractor/renter's policy declaration page containing this

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)
Page 2 of 3

information as an attachment/exhibit to the Certificate of Insurance will be acceptable, provided it contains all the aforementioned information.

b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than $1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.

c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

d. Medical Malpractice - Medical Malpractice coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving medical services.

e. Liquor Liability - Liquor Liability coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

5. Certificate Holder:
   - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
   - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

B. CFSA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

C. Master Certificates - A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)
Page 3 of 3

performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.

2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.

2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.

3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.

4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

-End Exhibit E-

EXHIBIT F – MEGAN'S LAW SCREENING CERTIFICATION AND LISTING

OC Fair & Event Center

Page 1 of 2

This form must be completed legibly, with all information requested. Typewritten or computer-generated forms or reports may be substituted provided that: all required information is included in columnar form, and the listing report is attached to this form. The certification section must be signed by an authorized representative of the contractor.

Company/Organization Name: _____

Contact Name: _____ **Contact Telephone :**_____

Type of Company/Organization (Circle one):	**Contractor**	**Consultant**	**Concessionaire**
	Entertainer	**Exhibitor**	**Volunteer**

Other/Explanation if Needed: _____

The undersigned represents and warrants that attached to this Megan's Law Screening Certification and Listing is a full, true, correct, complete, and accurate listing of all persons scheduled to work or volunteer for the company/organization identified above ("Contractor") during the annual OC Fair or Imaginology. If any other or additional individuals will be performing work, labor, or services, I understand that my company/organization is required to submit a supplemental listing(s) identifying those individuals.

The undersigned represents and warrants that all persons and individuals performing services on behalf of Contractor, including, but not limited to, its agents, employees, subcontractors, and volunteers have been screened for sex offender registration before each individual commenced work, services, and/or was present at the OCFEC facility. The undersigned represents and warrants that no individual who is a registered sex offender will be assigned or permitted to perform services on behalf of Contractor at or on OCFEC premises.

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless OCFEC from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorney's fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of Contractor's obligations under this Megan's Law Screening Certification and Listing, regardless of responsibility of negligence; by reason of death, injury, property damage, however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Contractor, or any of its employees or agents).

The undersigned represents and warrants that he/she is fully authorized to execute this Megan's Law Screening Certification and Listing on behalf of Contractor.

_____ _____
Company/Organization Representative's Signature Title of Representative

_____ _____
Printed Name Date

EXHIBIT F – MEGAN'S LAW SCREENING CERTIFICATION AND LISTING (CONT.)
OC Fair & Event Center
Page 2 of 2

Megan's Law Screening Listing

Full Name (Last, First Middle)	Full Name (Last, First Middle)

Please duplicate this listing sheet if additional space is required

EXHIBIT G – UNIFORM AND ID PROCEDURES & CERTIFICATION

PROCEDURE 0004: Uniforms for Contractors and their Employees.

PPE (Personal Protective Equipment): Closed-toe shoes and steel toe work shoes/boots where appropriate and other PPE as required by task and OSHA guidelines.

Purpose: To ensure all OCFEC contractors, including employees, are wearing company approved uniforms when present in a working capacity at the OCFEC.

1. Each OCFEC contractor and its respective employees (collectively, "Contractor") shall wear their own company uniform at all times when working on OCFEC property, including without limitation, the Pacific Amphitheatre, The Hangar and Action Sports Arena.

2. A uniform can be a logo T-shirt, polo style shirt or full button down shirt; if a jacket (or outerwear) is also required, the jacket must have the company logo on the front of the jacket. OCFEC will require pre-approval of the company uniform style and logo. The company logo must be highly visible and non-offensive in nature.

3. If a Contractor wears a jacket (or outerwear), the required photo identification must remain visible at all times (Part X – Section A-6, Procedure 0005).

4. If any OCFEC Contractor is not in the proper company uniform, he or she will be asked to leave the OCFEC premises and may not return until he or she is wearing the required uniform.

5. If any OCFEC Contractor violates OCFEC procedures, including this OCFEC Contractor Uniform Policy, OCFEC management will ask the Contractor to permanently replace that employee.

6. Continued lack of support for, or adherence to, OCFEC procedures, including this OCFEC Contractor Uniform Policy, may result in the cancellation of the contract between the OCFEC and contractor.

PROCEDURE 0005: OCFEC Contractors and their Employees wearing identification in the Pacific Amphitheatre, backstage and on OCFEC property.

PPE (Personal Protective Equipment): Break-away OCFEC photo identification card lanyard.

Purpose: To ensure all contractors and their employees are properly wearing required identification in the proper manner.

1. Each OCFEC contractor and its respective employees (collectively, "Contractor") must wear OCFEC approved and supplied photo identification cards around their neck or in another highly visible area at all times while working for the OCFEC. (Note: an additional clip option is available due to work requirements).

2. The OCFEC department Director responsible for the work area will provide a complete list of all Contractors to badging trailer personnel. All Contractors must visit the OCFEC trailer to have their photograph taken and to be provided with their OCFEC photo identification card and a break-away lanyard (and/or clip if requested by the contractor).

3. The OCFEC department Director responsible for the work area will provide a copy of this OCFEC Contractor Photo Identification Procedure to all contractors to review and this OCFEC Contractor Photo Identification Procedure shall be incorporated as part of all OCFEC contracts.
4. Contractors may not access the backstage area of the Pacific Amphitheatre without a backstage pass, which must be pre-approved by the OCFEC department Director and OCFEC Vice President responsible for the work area.

5. All OCFEC department Directors and OCFEC Vice Presidents must forward to the Pacific Amphitheatre backstage Security Manager the name of each OCFEC Contractor that was issued a backstage pass by that Department Director or OCFEC Vice President. Only the Pacific Amphitheatre backstage Security Manager has the authority to provide OCFEC Contractors with Pacific Amphitheatre backstage passes. All Pacific Amphitheatre backstage passes must be worn by the OCFEC Contractor as described above.

6. All Contractors must be courteous and cooperative when at any venue access point, entry, gate or if approached by Security/Law Enforcement for ID inspection.

7. Contractors will be allowed in the Pacific Amphitheatre backstage area only to perform job functions; once the Contractor completes the Contractor's job functions in the Pacific Amphitheatre backstage area, Contractor must immediately leave the area.

8. Contractors not properly wearing required OCFEC identification will be asked to leave, or may be escorted from, the OCFEC property.

9. If any OCFEC Contractor violates OCFEC procedures, including this OCFEC Contractor Photo Identification Procedure, OCFEC management will ask the Contractor to permanently replace that employee.

10. Continued lack of support for, or adherence to, OCFEC procedures, including this OCFEC Contractor Photo Identification Procedure, may result in the cancellation of the contract between the OCFEC and Contractor.

By signing this form, the bidder has read and understood OCFEC's policies above, and is agreeing to follow all procedures.

_____ _____
(Print Name & Title) (Signature)

_____
(Date)

If this status form is not completely filled out, signed and submitted with bidder's response to the IFB, the bid will be rejected as non-responsive.

-End Exhibit G-

EXHIBIT H – ADDITIONAL CONTRACT TERMS AND CONDITIONS

1. AUTHORIZED REPRESENTATIVE

Contractor must maintain one (1) or more English speaking representatives who are authorized to take immediate action and make requested adjustments and/or changes as required by District Management. This person must be identified to the District as the Contractor's authorized representative.

2. LICENSES, PERMITS AND CERTIFICATIONS

Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s), permits(s) and certification(s) required by law or as part of this contract for accomplishing any work required in connection with this agreement. In the event any license(s), permit(s) or certification(s) expire at any time during the term of this contract, Contractor agrees to provide agency a copy of the renewed license(s), permit(s) or certification(s) within thirty (30) days following the expiration date

In the event the Contractor fails to keep in effect at all times all required license(s), permit(s), and certification(s), the District may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

3. SITE ACCESS

District shall allow Contractor access to the District's property as needed. If access is required during annual OC Fair hours, the District will provide necessary admission and parking credentials for the employees performing in service of the contract.

4. INSURANCE

Proof of insurance, meeting the requirements of the State (see Exhibit E) must be made available to the District within fifteen (15) days of contract award. Failure to do so could result in termination of said contract.

5. WORK PERMIT LAW

If Contractor employs youth under the age of eighteen (18) years, he/she is required by law to see that each such employee holds a valid work permit. Contractor is further required to adhere to all applicable child labor laws.

6. PERSONNEL

All Contractor employees are employees of the Contractor and not the District. No agent, servant or employee of the Contractor will under any circumstances be deemed an agent, servant or employee of the District.

The District reserves the sole absolute right to determine, at its discretion, that any person or agent used by Contractor in the performance of the contract shall be excluded from such performance on the grounds that his or her appearance or conduct is detrimental to the District's operation. Determination of these matters by District Management shall be final.

7. POTENTIAL SUBCONTRACTORS/INDEPENDENT CONTRACTORS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any subcontractors/independent contractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations contained herein. The Contractor agrees to be as fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor's obligation to pay its subcontractors/independent contractors is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any subcontractor/independent contractor.

Subcontracting of goods or services must be approved in writing by the District.

ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

8. SUPPLIERS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any suppliers.

The Contractor agrees to be as fully responsible to the District for the acts and omissions of its suppliers and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its suppliers is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any supplier.

9. TRAVEL, TRANSPORTATION AND ACCOMMODATIONS

Contractor is responsible for all necessary travel, fuel, transportation and housing accommodations.

10. INVOICES

Invoices shall be submitted upon completion of services rendered to the District.

All invoices must contain Contractor's invoice number, District-issued Purchase Order (PO) number, detailed work logs and hours by Service Type for the labor required to fulfill these services.

Contractor shall send invoices and any supporting documentation via email to AP@ocfair.com (the District's preferred mechanism) or mail to OC Fair & Event Center, Attn: Accounts Payable, 88 Fair Drive, Costa Mesa, CA 92626.

Upon contract award and throughout the duration of the contract, Contractor shall work with the District to ensure invoicing needs are continually met.

11. PAYMENT

Payments to the Contractor will be made by the 32nd District Agricultural Association and paid in full within 30 days upon satisfactory completion of each event and receipt of proper invoice.

12. PRICING/FINANCIAL PROPOSAL BID FORM

The Financial Proposal Bid Form will be used to develop the "not to exceed" amount of the contract. The estimated quantities provided are based upon historical experience and anticipated future needs, and may change depending upon actual needs/usage. Billing/invoicing will be determined by multiplying actual usage by the Service Type rate as entered on the Financial Proposal Bid Form.

The District may elect to add a contingency line item to accommodate specifications within the scope of the effort, if approved by the District, during the implementation of this contract.

13. MEGAN'S LAW SCREENING

All of Contractor's employees, agents, servants, volunteers, independent contractors and/or employees, agents, servants, volunteers, independent contractors of Contractor's subcontractors who will be performing job related duties on District premises must pass background checks under "Megan's Law" as required by the District's current Megan's Law policy (and as that policy may be amended by the District from time to time), and any other reasonable background checks that may be required by the District as a result of policies adopted by the District's Board of Directors. Contractor will certify in writing that they have conducted the required screening and will indemnify the District for any negligence arising out of or connected with their obligations pertaining to the required screening. Contractor shall not be held liable for the lack of or inaccuracies in reporting made available by the states. A full, true and correct copy of the District's current Megan's Law policy is attached.

ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

14. RIGHT TO REPLACE/DISMISS

Contractor's onsite personnel are subject to approval of the District during the entire term of contracted services. The District has the right, in accordance with applicable law, to require replacement of Contractor's onsite personnel or any member of Contractor's onsite personnel.

If at any time the District determines that any employee, agent or officer of Contractor or of Contractor's permitted subcontractors, is in violation of District policies regarding harassment, discrimination or offensive behavior or Megan's Law, or fails to meet the District's safety and customer service standards, the District may notify Contractor verbally and/or in writing. Contractor will promptly correct the behavior, performance or condition giving rise to the notification described herein to the satisfaction of the District. If Contractor fails to correct the behavior, performance or condition giving rise to the notification described herein, the District may demand that Contractor (or Contractor's subcontractor, as the case may be) cease using said employee at the District's facilities and Contractor (or Contractor's subcontractor, as the case may be) will promptly comply with such request. If the District requests replacement of onsite personnel or any of its members, Contractor must furnish a replacement immediately or as otherwise determined necessary by the District. Nothing contained in this paragraph shall obligate the District to monitor the behavior of Contractor's employees or of Contractor's subcontractor's employees. The District retains the right to review the resumes of all Contractor personnel and confirm compliance.

15. GRATUITIES

Contractor is prohibited from offering any gift or gratuity to employees and/or officers of the 32nd District Agricultural Association, as employees and officers are not permitted to accept them under any circumstances. Contractor and/or Contractor's employees shall not solicit or accept any gifts. This includes cash, tickets, food, drinks, merchandise or any other items from District staff, promoters and/or vendors to perform the functions detailed in this agreement. Any violations of this policy may result in the dismissal of the employee and a performance violation notice issued to the Contractor.

16. EVALUATION OF CONTRACTOR PERFORMANCE

Contractor will be evaluated on their performance, including, but not limited to, Contractor's record of conforming to contract requirements and to standards of good workmanship; Contractor's record of forecasting and controlling costs; Contractor's adherence to contract schedules, including the administrative aspects of performance; Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; Contractor's record of integrity and business ethics, and generally, Contractor's business-like concern for the interest of the District and its customers.

Contractor shall work with District staff to ensure contract compliance, whether by phone, email or in-person meetings, as determined necessary by the District. The District retains the right to notify Contractor of any performance issues at any time for the duration of the contract term. Notification will be provided in writing to Contractor, whereupon Contractor shall have five (5) days to respond to the District's request for compliance. Unless mutually agreed upon otherwise, performance issues shall be corrected within fifteen (15) days of District's notification to Contractor.

Failure to supply equipment and/or personnel as required may result in a notice of default and/or an adjustment to the fees charged for equipment and/or labor.

Contractor may be disqualified from potential bidding opportunities if the District deems Contractor as unresponsive to repeated requests for corrective action.

17. NON-EXCLUSIVE AGREEMENT

Contractor understands and agrees that this is a non-exclusive agreement. The District may hire other contractors for work of a similar or identical nature.

ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)
Page 4 of 5

18. TERMINATION

The District reserves the right to terminate any contract at any time with or without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations and/or performances required in the terms of the contract.

19. 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.

20. PHONE NUMBERS

Contractor shall provide the District with phone numbers for their authorized representative(s) and with a 24-hour "On Call" phone number for emergencies.

21. VEHICLES, EQUIPMENT AND SUPPLIES

All vehicles and equipment such as utility carts, trucks, trailers, vans, boom lifts, scissor lifts, pressure washers, back pack blowers, hand trucks, brooms, hoses and pickers and all cleaning supplies such as stripper, detergents, sanitizers, air fresheners and other chemicals shall be owned and/or provided by Contractor. The District will provide consumable paper products, waste receptacles and plastic waste receptacle liners. All vehicles and equipment will be clearly marked with Contractor's company name and/or logo. Equipment shall be in proper operating condition with all guards in place. No equipment shall be left unattended. Equipment and supplies must be stored in designated areas agreed upon by the District. All Safety Data Sheets (SDS) for all chemical-cleaning products used must be on-site accessible by the District, per Global Harmonization System (GHS). Contractor shall take all necessary safety precautions when using vehicles, equipment and cleaning products. Drivers of all vehicles and equipment shall possess a valid driver license and be 18 years of age or older. Street sweepers should be South Coast Air Quality Management District Rule 1186 certified and Rule 1186.1 compliant and no older than 2 years. Contractor shall furnish all necessary labor, supervision, equipment, tools, materials (excluding dumpsters), permits, transportation and insurance in the performance of these specifications.

22. VEHICLE UTILITY CARTS

Contractor may provide utility carts for employees, if necessary, to complete Scope of Work. Carts are not permitted to park in front of buildings or in pathways blocking pedestrian access points. Drivers shall possess a valid driver's license and be 18 years of age or older and abide by all applicable local, State and Federal laws related to cart safety. Weather protection of equipment is the responsibility of the Contractor.

23. VENUE CLEAN-UP

a. Contractor is to keep job site clean daily and upon project completion.
b. Contractor shall sweep and blow all debris daily and upon project completion.
c. Contractor will dump all green waste in the provided 40 yard dumpster on OCFEC grounds.
d. Do not dispose of any construction material or project waste on OCFEC grounds or in OCFEC containers.
e. Contractor is to keep all compound and chemicals out of storm drains & sewers.
f. Contractor will protect ground surfaces from oil and other leaks that may come from service trucks.

ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)
Page 5 of 5

24. TELEPHONE NUMBERS

Contractor shall provide the District with a 24-hour "On Call" phone number for emergencies and event schedule changes.

25. PERSONNEL POLICY

All Contractor employees must receive an orientation on the duties they will be required to perform, safety training to ensure employees working with chemicals are familiar with SDS per GHS and harassment training (prior to working). In addition, ongoing customer service training will be required during the term of this contract to educate current employees and new hires. Contractor is required to supply all required training and a schedule of planned training shall be provided to the District at the beginning of every quarter in January, April, July and October. All employees will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property; when entering and while working on the grounds. Badges will have the name visible and worn on the upper right or left torso. All badges must be returned from terminated employees. All other employee badges must be returned on Friday following the end of the OC Fair. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

26. UNIFORMS AND BADGES

Contractor's employees shall be at all times neatly and cleanly uniformed and must meet reasonable prescribed grooming guidelines and appearance standards.
The District requires Contractor's employees to wear badges, identification cards, and/or credentials in a clearly visible location (per attached procedure) while Contractor's employees are on the District's premises. Contractor personnel will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property, when entering and while working on the grounds. Badges shall have the name visible and worn on the upper right or left torso. Badges are specific to each person and are non-transferable. All badges must be returned from terminated employees. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

27. SUBCONTRACTING

Subcontracting of goods or services must be approved in writing, by the District.

28. FIRE REGULATIONS

All fire regulations as prescribed by the State Fire Marshal must be strictly adhered to.

-End Exhibit H-

EXHIBIT I – COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

1. SCOPE

As a result of the worldwide COVID-19 pandemic, the 32nd District Agricultural Association (OCFEC) implemented numerous essential protocols and procedures to protect OCFEC staff, renters, event promoter/producer employees, exhibitors, vendors, contractors, subcontractors, volunteers and members of the public. These protocols and procedures do not supersede or replace any existing orders issued by local governments, the State of California or the Federal Government. The protocol and procedure guidelines (COVID-19 Guidelines) apply equally to all organizations and persons doing business on OCFEC property, both public and private, and all event types, commercial, trade or other, hosted at the OCFEC.

2. SICK, ELDERLY AND VULNERABLE PERSONS

Anyone who feels sick should remain at home. In addition, high-risk persons who are over 65 years of age, or anyone with chronic illness or underlying medical conditions, should continue to follow recommendations to stay at home and limit public interaction.

3. PHYSICAL DISTANCING IN THE WORKPLACE

Physical distancing of a minimum of six (6) feet should be maintained between customer-facing employees and the general public, and – to the extent practical – between employees in the field or at employee workstations. Where isolation of employees in the field or at employee workstations is impractical, face coverings must be worn without exception.

4. HANDWASHING, PERSONAL PROTECTIVE EQUIPMENT, AND TESTING

Renters, event promoters, event producers, exhibitors, vendors, and their respective contractors, subcontractors and volunteers (collectively, “Business Partners”) conducting business at the OCFEC must require all customer-facing employees to either wash their hands or use hand sanitizer every thirty minutes, or wear disposable gloves which are to be changed as frequently as specified by guidelines established for each applicable job assignment. Face coverings must be provided to all employees.

Before starting a shift, all OCFEC employees and all Business Partner employees, must have their temperatures taken and documented, and individual(s) will not be permitted to remain at work if the temperature reading exceeds 100.4 degrees (°) Fahrenheit. Affected individual(s) may only return to work after registering and documenting their temperature reading below 100.4° Fahrenheit for seventy-two (72) consecutive hours.

All OCFEC event attendees, before entering OCFEC premises, must have their temperatures taken and documented. Any OCFEC event attendee with a temperature reading above 100.4° Fahrenheit will not be permitted to attend the event and will be required to immediately leave the OCFEC premises. Paid admission/parking fee refunds will be subject to processing schedule.

All competitive professional and amateur sports participants, including youth sports participants, must be tested for COVID-19 at least one (1) week before the date of the scheduled competition, and will not be permitted to compete if the intended participant tests positive for COVID-19. If the intended participant tests positive for COVID-19, he/she will not be allowed to participate in any activities at the OCFEC until after (i) receiving a negative result on a subsequent COVID-19 test and (ii) satisfying the specified 14-day (or otherwise governmentally specified) COVID-19 quarantine period.

EXHIBIT I – COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

OCFEC Business Partners should make every effort to limit physical touch points at their respective places of business, including at the OCFEC. All OCFEC event promoters must significantly increase frequency of sanitation and disinfection measures at all workstations and equipment that come into contact with OCFEC employees and the general public. All OCFEC Business Partners must assess and identify the frequency of necessary sanitation and disinfection practices, and will review and agree upon a sanitation and disinfection schedule with the OCFEC.

Face coverings and disposable gloves must be worn by all OCFEC Business Partner customer-facing employees. All OCFEC event attendees and visitors must wear appropriate face coverings. Physical barriers, if available, are preferred but not required as the general public will make the personal decision of whether to attend an event at the OCFEC and/or patronize an OCFEC Business Partner. For the benefit of the public, OCFEC employees and Business Partner employees, handwashing or hand sanitizing should be done as soon as possible following the handling of materials that come in contact with the general public.

5. EVENT ATTENDANCE LIMITATIONS

Attendance at all OCFEC events, including all move-in and move-out activities, must be limited at any given time, to no more than the current maximum attendance levels permitted by all applicable local and state orders or laws.

OCFEC Business Partners must establish and actively enforce measures to monitor and ensure attendance limitation compliance. If an OFCEC Business Partner fails to comply with event attendance limitations, the OCFEC in its sole and absolute discretion may cancel the event without notice and refer the matter to local law enforcement.

6. OCFEC BUSINESS PARTNER COMPLIANCE

OCFEC Business Partners shall make every effort to assure compliance with COVID-19 related mitigation requirements. If an OCFEC Business Partner fails to comply with these COVID-19 Guidelines, the OCFEC in its sole and absolute discretion may close non-compliant event spaces, exhibitor spaces or other such rental spaces, or may cancel the event without notice and refer the matter to local law enforcement.

7. COVID-19 RELEASE AND WAIVER OF LIABILITY

As consideration for being permitted to conduct event activities at the OCFEC, OCFEC Business Partners must acknowledge and agree to all COVID-19 Pandemic and related governmental orders, directives and guidelines, and forever release the 32nd District Agricultural Association, the State, California Fair Services Authority (“CFSA”), the County, the Lessor, and any fair affiliated organization, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively “Releasees”) from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner’s employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner’s participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.

EXHIBIT I – COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

8. EVENT ORGANIZATION PROTOCOLS

Each OCFEC Business Partner must submit event organization-specific COVID-19 related infection mitigation protocols and procedures for OCFEC review and approval no later than thirty (30) days before the event's scheduled move-in date. The OCFEC reserves the right to reject any protocols and procedures that are in conflict with, or are less stringent than, the COVID-19 Guidelines. If the OCFEC rejects the OCFEC Business Partner's COVID-19 related infection mitigation protocols and procedures, the OCFEC Business Partner must resubmit revised infection mitigation protocols and procedures for review no less than fifteen (15) days before the event's scheduled move-in date. If OCFEC Business Partner fails to submit the COVID-19 related infection mitigation protocols and procedures on time, the OCFEC in its sole and absolute discretion may terminate the agreement and cancel the event without notice.

9. FURTHER ACTION AS NECESSARY

The OCFEC reserves the right to modify these COVID-19 Guidelines as circumstances warrant. Specifically, the OCFEC recognizes that additional restrictions not reflected in these guidelines may be necessary to address the health and safety of certain populations depending upon their age or underlying health concerns, or otherwise to address medical issues as they arise.

I HAVE CAREFULLY READ THIS AGREEMENT EXHIBIT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A CONTRACTUAL AGREEMENT BETWEEN MYSELF AND THE 32ND DISTRICT AGRICULTURAL ASSOCIATION, THE STATE, CFSA, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed on _____, 20____

OCFEC BUSINESS PARTNER

_____
Signature

_____
Address

_____
Address

-End Exhibit I-

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev. 03/2019)

R_____ A_____ F_____

AGREEMENT NUMBER
SA-045-21HB

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
MUSIC ZIRCONIA TALENT, LLC F/S/O THE HEART OF ROCK & ROLL

2. The term of this Agreement is: **08/11/21** through **08/11/21** **FED ID:**

3. The maximum amount of this Agreement is: **$3,000.00**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work **– To provide "The Heart of Rock & Roll" in The Hangar on August 11 at the 2021 OC Fair. See Page 2 for additional details.**	Pages 1 – 4
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 5
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 6 – 9
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 10 – 13
Exhibit E – Hangar House Rider (Insurance Requirements) (Attached hereto as part of this agreement)	Pages 14 – 18
Exhibit F – Covid-19 Infection Mitigation Protocol & Procedure (Attached hereto as part of this agreement)	Pages 19 – 21

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
MUSIC ZIRCONIA TALENT, LLC F/S/O THE HEART OF ROCK & ROLL

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Michael Twombly, Owner

CONTRACTOR BUSINESS ADDRESS
5595 Magnatron Blvd. Ste A, San Diego CA 92111
(858) 598-7311 michael@musiczirconia.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Michele Richards, Chief Executive Officer or
Joan Hamill, Chief Business Development Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACT REPRESENTATIVES:

32nd District Agriculture Association
Name: Jeff Willson
Title: Entertainment Supervisor
Phone number: (714) 708-1878

Music Zirconia
Name: Michael Twombly
Title: Owner
Phone number: (858) 598-7311

CONTRACTOR AGREES:

Performance

1. To provide the performance group "The Heart of Rock & Roll" on Wednesday, August 11, 2021.
2. To perform one (1) show approximately 85 - 95 minutes in length on The Hangar stage beginning at 8:30 p.m. This show will be sold initially at less than 30% capacity for the venue. Additional seating maybe added upon approval of the Orange County Department of Health and at the discretion of the District.

Radius

1. The Hangar at The OC Fair has market exclusivity for this performance. No performance or advertising is allowed for events within a 50 mile radius (Southern Los Angeles, Inland Empire and Orange County) for 60 days prior to the performance date.

Press / Media

1. To refer to the performance venue as "The Hangar at the OC Fair" in all advertising and/or communications including, but not limited to, email, websites, social media outlets and print schedules.
2. To provide biographical, press release information, and current performer imagery as necessary.
3. To make band members available for media and/or promotional opportunities (see Exhibit E).
4. To promote this contracted event via Contractor email and mobile (if available) database(s), and web site.
5. All requests for press inclusion (written, photography, videography) at this performance event must be submitted to, and approved by, the OC Fair Communications Department.

Operations / Production

1. Advance performance with Doug Sturgis, the venue Production Manager, at doug@rkde.net.
2. The Hangar stage will be used by community performers during the day, in advance of this contracted performance. The stage will be clear and the venue vacated a minimum of three (3) hours in advance of the performance for load in, sound check and audience load in. It is imperative that Contractor arrive on time and prepared to facilitate load in and sound check during this short window of time.
3. Doors for the event are at approximately 60 minutes prior to the performance start time.
4. This contract is predicated on the fact that Contractor will be using in-house production as is. Any additional production expense will be financial responsibility of the Contractor. This includes, but is not limited to, backline, transportation of any kind, additional risers, musicians or extra talent, hotel accommodations, pyrotechnics, video, etc. (see Exhibit E).

Contractor Rider

1. The venue Production Manager will review any Contractor rider and attempt to make accommodations if possible, however the venue rider for The Hangar is incorporated into this contract and supersedes Contractor rider.

EXHIBIT A – SCOPE OF WORK (CONT.)

Merchandise

1. Contractor sells: District agrees to waive merchandise split.
2. Contractor must provide notification of merchandise sales a minimum of three days prior to the contracted date. Without this notification, there is no guarantee that merchandise tables, chairs, etc., will be provided.

Video Recording

1. Video recording of performances will only be allowed using simple hand-held devices such as cell phones. Tripods, high-resolution video cameras, multiple-camera recording positions, and other devices, for the purposes of this contract known as "professional video recording," will only be allowed with the permission of the OC Fair Entertainment Department. An origination fee of TWO HUNDRED FIFTY DOLLARS ($250.00) is required in order to receive permission to enlist professional video recording services or video equipment.
2. In cases where professional services are permitted, placement of any/all equipment is at the discretion of the venue Production Manager and may not, under any circumstances, interfere with the experience of customers at the event.
3. Contractor may order a live video feed recording of the performance captured by the District for a fee of TWO HUNDRED FIFTY DOLLARS ($250.00), requested through the OC Fair Entertainment Department. Such recordings will be provided to Contractor on a hard drive once payment is received (check or money order only). Contractor agrees to grant OC Fair the right to use recordings in whole or in part for promotional purposes.
4. If Contractor wishes to seek professional video recording services and to secure a live video recording from the District, a fee of THREE HUNDRED FIFTY DOLLARS ($350.00) is required.

Insurance

1. It is understood that this event includes the contracted performer only, and that there is no direct audience participation. If audience participation is to be included, the proper insurance must be arranged through OC Fair & Events Center Business Services.

Ticketing:

1. The District may, at its discretion, offer group discounts up to 20%.
2. The District may, at its discretion, offer two-for-one tickets to its season ticket holders
3. The District may, at its discretion, offer discounts of up to 50% to the public through its ticket service provider.
4. The District may, at its discretion, offer discounts of up to 50% to the public through internet distribution services such as, but not limited to, Groupon, Goldstar, Living Social, etc.

Other

1. The District reserves the right to terminate any contract, at any time, by giving the Contractor notice in writing at least thirty (30) days prior to the date when such terminations shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

EXHIBIT A – SCOPE OF WORK (CONT.)

2. The District's obligations are subject to Act of God, violent storms, riots, wars, labor difficulties, epidemics, and act or order by any public authority of any cause similar or dissimilar beyond the District's control, or in the event of the destruction of the Hangar or adjoining areas of the Fairgrounds by violent weather, fire, or national or local calamity or any unforeseen fulfillment of this Agreement by the District impossible and appearances of the Contractor impossible. If such an occurrence shall occur necessitating the cancellation of any show(s) which shall be mutually agreed upon between the District and the Contractor, then the Contractor shall be paid on a prorated basis for shows(s) performed. When one (1) show only is presented and condition(s) beyond the control of the Contractor and District which would prevent the start of the show at the scheduled time it is mutually agreed that the show can be delayed a maximum of 90 minutes to correct such condition and to present herein.

DISTRICT AGREES:

Payment

1. To pay Contractor a total not to exceed amount of THREE THOUSAND DOLLARS ($3,000.00) upon satisfactory completion of work herein required. Payment will be made NET 10 and delivered via US Mail.

Operations / Production

1. To provide The Hangar stage, lights and sound. Backline is not included (see Exhibit E).
2. To provide box office, ticket takers, security, usher staff and concessions.

Accommodations

1. To provide a 10' X 20' dressing room trailer in the backstage area.
2. To provide a deli style meal, bottled water and soft drinks for eight band members, crew and management. Any catering beyond these parameters will be at the sole expense of the Artist (see Exhibit E).

Credentials

1. To provide complimentary parking and admission for band members, crew and management only.
2. To provide twenty (20) complimentary performance tickets upon request. Please request through venue Production Manager at hangarproduction@ocfair.com. Guest tickets include free admission to the OC Fair and the performance event, but do not include parking.

Event Marketing

1. To provide marketing, advertising and promotion as part of the 2021 OC Fair collateral material.

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5770-70

PAYMENT PROVISIONS:

To pay Contractor a total not to exceed amount of THREE THOUSAND DOLLARS ($3,000.00) upon satisfactory completion of work herein required. Payment will be made NET 10 and delivered via US Mail.

Payment will be made by 32nd District Agricultural Association, State of California-issued check. As an agency of the State of California, the venue is not permitted to provide performance deposits in advance of the performance date.

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Wednesday, August 11, 2021, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL:**
   This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
   No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
   Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
   Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
   The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR*:***
   Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:
During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:
Time is of the essence in this Agreement.

13. COMPENSATION:
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:
The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE BASED OFF THE SCOPE OF WORK)

CCC-04/2017 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
   Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
   Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS:
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST:
Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Current State Employees (Pub. Contract Code §10410):
1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):
1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE:
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

6. **RESOLUTION:**
A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. **AIR OR WATER POLLUTION VIOLATION:**
Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. **PAYEE DATA RECORD FORM STD. 204:**
This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES
Performer, Artist, and Contractor (hereinafter referred to as "Contractor") shall adhere to all starting and ending times as indicated in this Agreement.

CURFEW
There is a strict 10:30 p.m. curfew in effect unless an extension of curfew is approved by the 32nd District Agricultural Association (hereinafter referred to as "District") prior to the performance. If this curfew is not adhered to, Contractor shall be liable and subject to litigation and fines by the State of California for breach of contract. These fines shall be one thousand dollars ($1,000.00) per minute for the first five (5) minutes and an additional ten thousand dollars ($10,000.00) for any period thereafter.

PAYMENT
Contractor shall be paid by District check upon completion of performance. There shall be no cash payments and no check cashing shall be authorized. Contractors who are non-residents of California will be subject to State withholding by the Franchise Tax Board at a rate of seven percent (7%) unless a Form 590 has been completed and returned to the District.

PUBLIC ACCESS TO FACILITY
The facility will be open to the public approximately 60 minutes prior to the start of the show. There shall be no exceptions to this stated time. This requirement is necessary to meet safety and crowd control procedures set by the State of California Fire Marshal and the Orange County Sheriff's Department.

DECIBEL LEVEL
Sound pressure levels must not exceed:

1. 85 dB, no weighting, averaged over a 5-minute period at directly backstage. Random readings will be taken throughout sound check and performance.
2. 95 dB, no weighting, averaged over a 5-minute period at FOH.
3. 55 dB, LEQ average in surrounding neighborhoods (distance is typically 1,000 feet or more from the Hangar FOH location).
4. If any one (1) of the above conditions is exceeded, regardless of compliance in the remaining areas, Contractor will be asked to reduce levels to comply.

House sound will include stage monitors. District Agrees to use Contractor's monitor system, at Contractor's request, at no additional cost to the District.

Contractor shall be bound by the sound covenant and shall at all times during any pre-concert sound checks and the concert operate within the sound restrictions. Contractor agrees that upon discovery or notification of any occurrence of sound level exceedance by either the District, or a designated sound monitor or other designee, Contractor shall immediately adjust the sound level to come into compliance with sound level specifications. If repeated sound level violations occur within concert performance after such notification, Contractor agrees to immediately terminate the concert.

In addition to the above terms, Contractor agrees that the District, in exercise of its discretion and judgment, retains all rights to adjust the sound level or terminate the concert performance as it may deem necessary to ensure compliance with the sound restrictions.

MEDIA - WEBSITE
The District requires that the Contractor place specific information about the contracted event at the OC Fair on its website. Information should include the entertainer's name, date, time of performance(s) at the OC Fair, and a web link to OC Fair website (www.ocfair.com).

MEDIA - INTERVIEW
The District also requests that the Contractor consent to at least one (1), fifteen (15)-minute promotional interview with a local radio station in advance of their performance at the OC Fair. Radio station to be selected by the District.

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

MEDIA - VIDEO
Local affiliates of national television networks, upon issuance of proper District press credentials and approval of Contractor's representative, shall be allowed to videotape up to three (3) minutes of performance for news purposes only. The District actively discourages all non-legitimate videotaping activity.

MEDIA - STILL PHOTOGRAPHY
Representatives of legitimate press organizations, upon issuance of proper District press credentials, shall be allowed to photograph a portion of the performance for review purposes only. The District actively discourages all non-legitimate use of still photography.

MEET & GREETS
The District requests that the Contractor participate in a pre-performance or post-performance meet & greet as arranged by the venue.

PRODUCTION
This contract is predicated on the fact that Contractor will be using in-house production as is. The District will provide The Hangar stage, lights and sound. Backline is not included. Approximately two (2) hours are allotted to set the stage and perform soundcheck.

Any additional gear required will be at the sole expense of the Contractor. This includes but is not limited to: backline, transportation, additional riser(s), musicians or additional talent, pyrotechnics, etc. Any labor required to strike and restore changes to existing truss system is at the sole expense of the Contractor.

The Contractor is welcome to bring additional production equipment, such as monitor systems, FOH console(s), lighting console(s), and additional lighting fixtures to be added to the pre-existing truss system. The cost of setting up additional equipment is the sole responsibility of the Contractor.

If seats are killed as a result of any gear that is brought in specifically for a Hangar performance, the Contractor will be charged back the face value of the killed seats plus any refund amount required to relocate guests who have purchased seats the must be killed.

SOUND AND LIGHTS
Contractor agrees to use District-provided industry standard sound and lighting equipment. Any other expense for gear and associated labor to install, strike or cause any other expense is at the sole cost of the Contractor.

RENTAL EQUIPMENT
The District may provide, but will not be responsible for payment of rental equipment, unless otherwise specifically stated in this Agreement.

HOSPITALITY
The District may provide meal service, when contracted, chosen from a District-determined menu. District will use Contractor's contract rider as a guide, but will be the final determiner of the meal that is served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e., tour bus food service) may be requested by the Contractor at the Contractor's expense from the on-site caterer. The District will not provide alcohol, tobacco, vape and cannabis products, nor will runners be available to secure these items. The OC Fair is a smoke-free event and the use of tobacco, vape and cannabis therein is strictly forbidden.

SPONSORSHIPS
The District's sponsorships will take precedence over Contractor's sponsorships. Contractors who have a sponsor will receive one-half (1/2) the number of signs, posters, impressions compared to the number of the District's sponsor. Contractor's sponsorship signage may be used only with District Management's approval. The District's CEO and sponsorship manager shall be notified prior to the signing of this Agreement of any potential conflicts related to sponsors. Contractors shall not receive any revenues from District sponsorships.

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

The Hangar is eligible for two (2) sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Hangar.

FORCE MAJEURE CLAUSE

The District's obligations are subject to Act of God, violent storms, riots, wars, labor difficulties, epidemics, and act or order by any public authority of any cause similar or dissimilar beyond the District's control, or in the event of the destruction of the Hangar or adjoining areas of the Fairgrounds by violent weather, fire, or national or local calamity or any unforeseen fulfillment of this Agreement by the District impossible and appearances of the Contractor impossible. If such an occurrence shall occur necessitating the cancellation of any show(s) which shall be mutually agreed upon between the District and the Contractor, then the Contractor shall be paid on a prorated basis for shows(s) performed. When one (1) show only is presented and condition(s) beyond the control of the Contractor and District which would prevent the start of the show at the scheduled time it is mutually agreed that the show can be delayed a maximum of 90 minutes to correct such condition and to present herein.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers' Compensation Insurance for its employees as required by law. Prior to date of performance, all performers shall submit to the District proof of valid Workers' Compensation Insurance coverage for all of their employees, unless performer has certified on Payee Data Record – STD. 204, that he/she is a sole proprietor and has no employees. It is mutually agreed that the District is relying upon the Contractor's specific representation and warranty that it has the proper Workers Compensation Insurance and that the Contractor will indemnify and hold harmless the District in the event it did not have the insurance.

Contractor further certifies that by signing this Agreement, Contractor will comply with such provisions under Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code immediately upon hiring any employee and before commencing the performance of this Agreement.

INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, and employees from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents).

COPYRIGHT INFRINGEMENT INDEMNIFICATION

Contractor warrants and represents that no musical, literary, or artistic work or other property protected by copyright will be performed, reproduced or used in the performance of this Agreement unless Contractor has previously thereto obtained written permission from the copyright holder or is otherwise exempt under 17 U.S.C. §§110:

"notwithstanding the provisions of Section 106, the following are not infringements of copyright:…

(6) performance of a nondramatic musical work by a governmental body or a nonprofit agricultural or horticultural organization, in the course of an annual agricultural or horticultural fair or exhibition conducted by such body or organization; the exemption provided by this clause shall extend to any liability for copyright infringement that would otherwise be imposed on such body or organization, under doctrines of vicarious liability or related infringement for a performance by a concessionaire, business establishment, or other person at such fair or exhibition, but shall not excuse any such person from liability for the performance."

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

Contractor acknowledges that Contractor acts under this Agreement as an independent contractor charged with the responsibility, in Contractor's sole discretion, for selection, performance, reproduction and use of such musical, literary and artistic works as contractor deems appropriate and that Contractor undertakes strict compliance with all laws respecting copyrights and the performance, reproduction and use of musical, literary and artistic works.

Contractor warrants that in the performance of this Agreement, Contractor will not infringe any statutory, common law or other right of any person in performing, reproducing or otherwise making use of any work or material. Contractor will indemnify, save and hold harmless the State and its agencies, including District, and their officers, agents, employees and servants from and against all claims, costs, and expenses (including legal fees), demands, actions and liability of every kind and character whatsoever with respect to copyright and the performance, reproduction and use of musical, literary and artistic works. Contractor authorizes the withholding of payment under this Agreement pending the final disposition of any claim which may result from the foregoing indemnification.

MISCELLANEOUS

The performance may be emceed by (i.e. "welcomed by") a local market radio station personality. In no way shall this be considered a "co-promotion" or "presented by" situation. Contractor shall be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall provide to the District any and all available materials, specifically to include biographical information, photographs, audio and/or video tapes (beta only) for District's use in promotional, collateral and advertising material for this event/performance.

All promotional, collateral and advertising material for the event will be developed and approved by the District. This material will be executed in a festival-style approach. All Contractor names including spelling, capitalization, and addendums must be designated in contracts. Changes cannot be made after the contract has been finalized.

Contractor will not have prior approval of any Fair-related promotional or advertising material. All Contractor guidelines must be outlined in contracts and will be incorporated as indicated.

No preferential changes of images provided by Contractor's management or publicity agents will be permitted unless provided image is no longer valid due to personnel changes.

CONTRACTOR COMPLIMENTARY TICKETS

The District will provide the Contractor with a reasonable number of complimentary concert tickets. The amount will be negotiated at the point of booking and any tickets past that amount must be purchased by the Contractor. Should the show carry a co-headliner, support or an opening act, that number will be reduced proportionately. Contractor's guests will be subject to a parking charge at the event. If available, the Contractor may purchase additional tickets through the OC Fair box office.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

PROFANE OR OBSCENE LANGUAGE

This is a State of California facility and all performances will be viewed by adults and children alike. The use of profane or obscene language or gestures will not be tolerated. Any display of such language or gestures by any contracted performer, their crew, or their representatives or associates while in the view or earshot of any Fair guest will be a finable offense subject to ONE THOUSAND DOLLARS ($1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

OFFENSIVE OR POLITICAL STATEMENTS OR PROPS

The display of offensive, political or controversial statements, slogans, flags (specifically the Confederate flag) or emblems as part of branding or decoration will not be tolerated. Any display by any contracted performer, their crew, or their representatives or associates while in the view of any Fair guest will be a finable offense subject to ONE THOUSAND DOLLARS ($1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.

CONFLICT OF LAWS OR TERMS

It is expressly understood and agreed that this Agreement shall be governed by the laws of the State of California both substantive and procedural. In the case of conflict between the District/State Documents and Contractor's Documents, the District/State Documents shall prevail if the parties can not mutually agree upon a resolution of the conflict.

CONTRACTOR'S POWER AND AUTHORITY

Contractor or Contractor's designee as signatory to this Agreement is empowered and has the authority to enter into this Agreement and bind Contractor to the terms and conditions contained herein. If the Contractor is not signing and contracting in own name to perform the entertainment services, then whatever business entity is signing and contracting to provide the services of the Contractor shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation "F/S/O" (for the services of) and immediately followed by the name of the performing Contractor on the preprinted blank line on the first page.

-End Exhibit E-

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

V06042020

1. **SCOPE**
As a result of the worldwide COVID-19 pandemic, the 32nd District Agricultural Association (OCFEC) implemented numerous essential protocols and procedures to protect OCFEC staff, renters, event promoter/producer employees, exhibitors, vendors, contractors, subcontractors, volunteers and members of the public. These protocols and procedures do not supersede or replace any existing orders issued by local governments, the State of California or the Federal Government. The protocol and procedure guidelines (COVID-19 Guidelines) apply equally to all organizations and persons doing business on OCFEC property, both public and private, and all event types, commercial, trade or other, hosted at the OCFEC.

2. **SICK, ELDERLY AND VULNERABLE PERSONS**
Anyone who feels sick should remain at home. In addition, high-risk persons who are over 65 years of age, or anyone with chronic illness or underlying medical conditions, should continue to follow recommendations to stay at home and limit public interaction.

3. **PHYSICAL DISTANCING IN THE WORKPLACE**
Physical distancing of a minimum of six (6) feet should be maintained between customer-facing employees and the general public, and – to the extent practical – between employees in the field or at employee workstations. Where isolation of employees in the field or at employee workstations is impractical, face coverings must be worn without exception.

4. **HANDWASHING, PERSONAL PROTECTIVE EQUIPMENT, AND TESTING**
Renters, event promoters, event producers, exhibitors, vendors, and their respective contractors, subcontractors and volunteers (collectively, “Business Partners”) conducting business at the OCFEC must require all customer-facing employees to either wash their hands or use hand sanitizer every thirty minutes, or wear disposable gloves which are to be changed as frequently as specified by guidelines established for each applicable job assignment. Face coverings must be provided to all employees.

Before starting a shift, all OCFEC employees and all Business Partner employees, must have their temperatures taken and documented, and individual(s) will not be permitted to remain at work if the temperature reading exceeds 100.4 degrees (°) Fahrenheit. Affected individual(s) may only return to work after registering and documenting their temperature reading below 100.4° Fahrenheit for seventy-two (72) consecutive hours.

All OCFEC event attendees, before entering OCFEC premises, must have their temperatures taken and documented. Any OCFEC event attendee with a temperature reading above 100.4° Fahrenheit will not be permitted to attend the event and will be required to immediately leave the OCFEC premises. Paid admission/parking fee refunds will be subject to processing schedule.

All competitive professional and amateur sports participants, including youth sports participants, must be tested for COVID-19 at least one (1) week before the date of the scheduled competition, and will not be permitted to compete if the intended participant tests positive for COVID-19. If the intended participant tests positive for COVID-19, he/she will not be allowed to participate in any activities at the OCFEC until after (i) receiving a negative result on a subsequent COVID-19 test and (ii) satisfying the specified 14-day (or otherwise governmentally specified) COVID-19 quarantine period.

OCFEC Business Partners should make every effort to limit physical touch points at their respective places of business, including at the OCFEC. All OCFEC event promoters must significantly increase frequency of sanitation and disinfection measures at all workstations and equipment that come into contact with OCFEC employees and the general public. All OCFEC Business Partners must assess and identify the frequency of necessary sanitation and disinfection practices, and will review and agree upon a sanitation and disinfection schedule with the OCFEC.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

Face coverings and disposable gloves must be worn by all OCFEC Business Partner customer-facing employees. All OCFEC event attendees and visitors must wear appropriate face coverings. Physical barriers, if available, are preferred but not required as the general public will make the personal decision of whether to attend an event at the OCFEC and/or patronize an OCFEC Business Partner. For the benefit of the public, OCFEC employees and Business Partner employees, handwashing or hand sanitizing should be done as soon as possible following the handling of materials that come in contact with the general public.

5. **EVENT ATTENDANCE LIMITATIONS**

Attendance at all OCFEC events, including all move-in and move-out activities, must be limited at any given time, to no more than the current maximum attendance levels permitted by all applicable local and state orders or laws.

OCFEC Business Partners must establish and actively enforce measures to monitor and ensure attendance limitation compliance. If an OFCEC Business Partner fails to comply with event attendance limitations, the OCFEC in its sole and absolute discretion may cancel the event without notice and refer the matter to local law enforcement.

6. **OCFEC BUSINESS PARTNER COMPLIANCE**

OCFEC Business Partners shall make every effort to assure compliance with COVID-19 related mitigation requirements. If an OCFEC Business Partner fails to comply with these COVID-19 Guidelines, the OCFEC in its sole and absolute discretion may close non-compliant event spaces, exhibitor spaces or other such rental spaces, or may cancel the event without notice and refer the matter to local law enforcement.

7. **COVID-19 RELEASE AND WAIVER OF LIABILITY**

As consideration for being permitted to conduct event activities at the OCFEC, OCFEC Business Partners must acknowledge and agree to all COVID-19 Pandemic and related governmental orders, directives and guidelines, and forever release the 32nd District Agricultural Association, the State, California Fair Services Authority ("CFSA"), the County, the Lessor, and any fair affiliated organization, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner's employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner's participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.

8. **EVENT ORGANIZATION PROTOCOLS**

Each OCFEC Business Partner must submit event organization-specific COVID-19 related infection mitigation protocols and procedures for OCFEC review and approval no later thirty (30) days before the event's scheduled move-in date. The OCFEC reserves the right to reject any protocols and procedures that are in conflict with, or are less stringent than, the COVID-19 Guidelines. If the OCFEC rejects the OCFEC Business Partner's COVID-19 related infection mitigation protocols and procedures, the OCFEC Business Partner must resubmit revised infection mitigation protocols and procedures for review no less than fifteen (15) days before the event's scheduled move-in date. If OCFEC Business Partner fails to submit the COVID-19 related infection mitigation protocols and procedures on time, the OCFEC in its sole and absolute discretion may terminate the agreement and cancel the event without notice.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

9. **FURTHER ACTION AS NECESSARY**

The OCFEC reserves the right to modify these COVID-19 Guidelines as circumstances warrant. Specifically, the OCFEC recognizes that additional restrictions not reflected in these guidelines may be necessary to address the health and safety of certain populations depending upon their age or underlying health concerns, or otherwise to address medical issues as they arise.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

I HAVE CAREFULLY READ THIS AGREEMENT EXHIBIT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A CONTRACTUAL AGREEMENT BETWEEN MYSELF AND THE 32ND DISTRICT AGRICULTURAL ASSOCIATION, THE STATE, CFSA, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed on _____, 20____.

OCFEC BUSINESS PARTNER:

_____
Signature

_____
Address

_____
City State ZIP

-End Exhibit F-

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev. 03/2019)

R_____ A_____ F_____

AGREEMENT NUMBER
SA-043-21HB

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
LAWRENCE ISENBERG F/S/O WHICH ONE'S PINK?

2. The term of this Agreement is: **07/24/21** through **07/24/21** **FED ID:**

3. The maximum amount of this Agreement is: **$8,000.00**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work **– To provide "Which One's Pink?" in The Hangar on July 24 at the 2021 OC Fair. See Page 2 for additional details.**	Pages 1 – 4
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 5
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 6 – 9
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 10 – 13
Exhibit E – Hangar House Rider (Insurance Requirements) (Attached hereto as part of this agreement)	Pages 14 – 18
Exhibit F – Covid-19 Infection Mitigation Protocol & Procedure (Attached hereto as part of this agreement)	Pages 19 – 21

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
LAWRENCE ISENBERG F/S/O WHICH ONE'S PINK?

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Lawrence Isenberg, Owner

CONTRACTOR BUSINESS ADDRESS
5331 Sadring Avenue, Woodland Hills, CA 91367
(818) 943-3300

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Michele Richards, Chief Executive Officer or
Joan Hamill, Chief Business Development Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACT REPRESENTATIVES:

32nd District Agriculture Association
Name: Jeff Willson
Title: Entertainment Supervisor
Phone number: (714) 708-1878

Lawrence Isenberg f/s/o Which One's Pink?
Name: Lawrence Isenberg
Title: Owner
Phone number: (818) 943-3300

CONTRACTOR AGREES:

Performance

1. To provide the performance group "Which One's Pink?," a tribute to Pink Floyd, on Saturday, July 24, 2021.
2. To perform two (2) shows approximately 75 - 90 minutes in length on The Hangar stage beginning at 4:30 p.m. and 8:30 p.m. This show will be sold initially at less than 30% capacity for the venue. Additional seating maybe added upon approval of the Orange County Department of Health and at the discretion of the District.

Radius

1. The Hangar at The OC Fair has market exclusivity for this performance. No performance or advertising is allowed for events within a 50 mile radius (Southern Los Angeles, Inland Empire and Orange County) for 60 days prior to the performance date.

Press / Media

1. To refer to the performance venue as "The Hangar at the OC Fair" in all advertising and/or communications including, but not limited to, email, websites, social media outlets and print schedules.
2. To provide biographical, press release information, and current performer imagery as necessary.
3. To make band members available for media and/or promotional opportunities (see Exhibit E).
4. To promote this contracted event via Contractor email and mobile (if available) database(s), and web site.
5. All requests for press inclusion (written, photography, videography) at this performance event must be submitted to, and approved by, the OC Fair Communications Department.

Operations / Production

1. Advance performance with Doug Sturgis, the venue Production Manager, at doug@rkde.net.
2. The Hangar stage will be used by community performers during the day, in advance of this contracted performance. The stage will be clear and the venue vacated a minimum of three (3) hours in advance of the performance for load in, sound check and audience load in. It is imperative that Contractor arrive on time and prepared to facilitate load in and sound check during this short window of time.
3. Doors for the event are at approximately 60 minutes prior to the performance start time.
4. This contract is predicated on the fact that Contractor will be using in-house production as is. Any additional production expense will be financial responsibility of the Contractor. This includes, but is not limited to, backline, transportation of any kind, additional risers, musicians or extra talent, hotel accommodations, pyrotechnics, video, etc. (see Exhibit E).

Contractor Rider

1. The venue Production Manager will review any Contractor rider and attempt to make accommodations if possible, however the venue rider for The Hangar is incorporated into this contract and supersedes Contractor rider.

EXHIBIT A – SCOPE OF WORK (CONT.)

Merchandise

1. Contractor sells: District agrees to waive merchandise split.
2. Contractor must provide notification of merchandise sales a minimum of three days prior to the contracted date. Without this notification, there is no guarantee that merchandise tables, chairs, etc., will be provided.

Video Recording

1. Video recording of performances will only be allowed using simple hand-held devices such as cell phones. Tripods, high-resolution video cameras, multiple-camera recording positions, and other devices, for the purposes of this contract known as "professional video recording," will only be allowed with the permission of the OC Fair Entertainment Department. An origination fee of TWO HUNDRED FIFTY DOLLARS ($250.00) is required in order to receive permission to enlist professional video recording services or video equipment.
2. In cases where professional services are permitted, placement of any/all equipment is at the discretion of the venue Production Manager and may not, under any circumstances, interfere with the experience of customers at the event.
3. Contractor may order a live video feed recording of the performance captured by the District for a fee of TWO HUNDRED FIFTY DOLLARS ($250.00), requested through the OC Fair Entertainment Department. Such recordings will be provided to Contractor on a hard drive once payment is received (check or money order only). Contractor agrees to grant OC Fair the right to use recordings in whole or in part for promotional purposes.
4. If Contractor wishes to seek professional video recording services and to secure a live video recording from the District, a fee of THREE HUNDRED FIFTY DOLLARS ($350.00) is required.

Insurance

1. It is understood that this event includes the contracted performer only, and that there is no direct audience participation. If audience participation is to be included, the proper insurance must be arranged through OC Fair & Events Center Business Services.

Ticketing:

1. The District may, at its discretion, offer group discounts up to 20%.
2. The District may, at its discretion, offer two-for-one tickets to its season ticket holders
3. The District may, at its discretion, offer discounts of up to 50% to the public through its ticket service provider.
4. The District may, at its discretion, offer discounts of up to 50% to the public through internet distribution services such as, but not limited to, Groupon, Goldstar, Living Social, etc.

Other

1. The District reserves the right to terminate any contract, at any time, by giving the Contractor notice in writing at least thirty (30) days prior to the date when such terminations shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

EXHIBIT A – SCOPE OF WORK (CONT.)

2. The District's obligations are subject to Act of God, violent storms, riots, wars, labor difficulties, epidemics, and act or order by any public authority of any cause similar or dissimilar beyond the District's control, or in the event of the destruction of the Hangar or adjoining areas of the Fairgrounds by violent weather, fire, or national or local calamity or any unforeseen fulfillment of this Agreement by the District impossible and appearances of the Contractor impossible. If such an occurrence shall occur necessitating the cancellation of any show(s) which shall be mutually agreed upon between the District and the Contractor, then the Contractor shall be paid on a prorated basis for shows(s) performed. When one (1) show only is presented and condition(s) beyond the control of the Contractor and District which would prevent the start of the show at the scheduled time it is mutually agreed that the show can be delayed a maximum of 90 minutes to correct such condition and to present herein.

DISTRICT AGREES:

Payment

1. To pay Contractor a total sum not to exceed EIGHT THOUSAND DOLLARS ($8,000.00) upon satisfactory completion of work herein required on Saturday, July 24, 2021. (see Exhibit B and Exhibit E).

Operations / Production

1. To provide The Hangar stage, lights and sound. Backline is not included (see Exhibit E).
2. To provide box office, ticket takers, security, usher staff and concessions.

Accommodations

1. To provide a 10' X 20' dressing room trailer in the backstage area.
2. To provide a deli style meal, bottled water and soft drinks for eight band members, crew and management. Any catering beyond these parameters will be at the sole expense of the Artist (see Exhibit E).

Credentials

1. To provide complimentary parking and admission for band members, crew and management only.
2. To provide twenty (20) complimentary performance tickets upon request. Please request through venue Production Manager at hangarproduction@ocfair.com. Guest tickets include free admission to the OC Fair and the performance event, but do not include parking.

Event Marketing

1. To provide marketing, advertising and promotion as part of the 2021 OC Fair collateral material.

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5770-70

PAYMENT PROVISIONS:

To pay Contractor a total sum not to exceed EIGHT THOUSAND DOLLARS ($8,000.00) upon satisfactory completion of work herein required on Saturday, July 24, 2021.

Payment will be made by 32nd District Agricultural Association, State of California-issued check. As an agency of the State of California, the venue is not permitted to provide performance deposits in advance of the performance date.

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Saturday, July 24, 2021, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL:**
   This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
   No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
   Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
   Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
   The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR*:***
   Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:
During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:
Time is of the essence in this Agreement.

13. COMPENSATION:
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:
The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE BASED OFF THE SCOPE OF WORK)

CCC-04/2017 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS:
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST:
Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Current State Employees (Pub. Contract Code §10410):
1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):
1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE:
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

6. **RESOLUTION:**
A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. **AIR OR WATER POLLUTION VIOLATION:**
Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. **PAYEE DATA RECORD FORM STD. 204:**
This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES
Performer, Artist, and Contractor (hereinafter referred to as "Contractor") shall adhere to all starting and ending times as indicated in this Agreement.

CURFEW
There is a strict 10:30 p.m. curfew in effect unless an extension of curfew is approved by the 32nd District Agricultural Association (hereinafter referred to as "District") prior to the performance. If this curfew is not adhered to, Contractor shall be liable and subject to litigation and fines by the State of California for breach of contract. These fines shall be one thousand dollars ($1,000.00) per minute for the first five (5) minutes and an additional ten thousand dollars ($10,000.00) for any period thereafter.

PAYMENT
Contractor shall be paid by District check upon completion of performance. There shall be no cash payments and no check cashing shall be authorized. Contractors who are non-residents of California will be subject to State withholding by the Franchise Tax Board at a rate of seven percent (7%) unless a Form 590 has been completed and returned to the District.

PUBLIC ACCESS TO FACILITY
The facility will be open to the public approximately 60 minutes prior to the start of the show. There shall be no exceptions to this stated time. This requirement is necessary to meet safety and crowd control procedures set by the State of California Fire Marshal and the Orange County Sheriff's Department.

DECIBEL LEVEL
Sound pressure levels must not exceed:

1. 85 dB, no weighting, averaged over a 5-minute period at directly backstage. Random readings will be taken throughout sound check and performance.
2. 95 dB, no weighting, averaged over a 5-minute period at FOH.
3. 55 dB, LEQ average in surrounding neighborhoods (distance is typically 1,000 feet or more from the Hangar FOH location).
4. If any one (1) of the above conditions is exceeded, regardless of compliance in the remaining areas, Contractor will be asked to reduce levels to comply.

House sound will include stage monitors. District Agrees to use Contractor's monitor system, at Contractor's request, at no additional cost to the District.

Contractor shall be bound by the sound covenant and shall at all times during any pre-concert sound checks and the concert operate within the sound restrictions. Contractor agrees that upon discovery or notification of any occurrence of sound level exceedance by either the District, or a designated sound monitor or other designee, Contractor shall immediately adjust the sound level to come into compliance with sound level specifications. If repeated sound level violations occur within concert performance after such notification, Contractor agrees to immediately terminate the concert.

In addition to the above terms, Contractor agrees that the District, in exercise of its discretion and judgment, retains all rights to adjust the sound level or terminate the concert performance as it may deem necessary to ensure compliance with the sound restrictions.

MEDIA - WEBSITE
The District requires that the Contractor place specific information about the contracted event at the OC Fair on its website. Information should include the entertainer's name, date, time of performance(s) at the OC Fair, and a web link to OC Fair website (www.ocfair.com).

MEDIA - INTERVIEW
The District also requests that the Contractor consent to at least one (1), fifteen (15)-minute promotional interview with a local radio station in advance of their performance at the OC Fair. Radio station to be selected by the District.

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

MEDIA - VIDEO
Local affiliates of national television networks, upon issuance of proper District press credentials and approval of Contractor's representative, shall be allowed to videotape up to three (3) minutes of performance for news purposes only. The District actively discourages all non-legitimate videotaping activity.

MEDIA - STILL PHOTOGRAPHY
Representatives of legitimate press organizations, upon issuance of proper District press credentials, shall be allowed to photograph a portion of the performance for review purposes only. The District actively discourages all non-legitimate use of still photography.

MEET & GREETS
The District requests that the Contractor participate in a pre-performance or post-performance meet & greet as arranged by the venue.

PRODUCTION
This contract is predicated on the fact that Contractor will be using in-house production as is. The District will provide The Hangar stage, lights and sound. Backline is not included. Approximately two (2) hours are allotted to set the stage and perform soundcheck.

Any additional gear required will be at the sole expense of the Contractor. This includes but is not limited to: backline, transportation, additional riser(s), musicians or additional talent, pyrotechnics, etc. Any labor required to strike and restore changes to existing truss system is at the sole expense of the Contractor.

The Contractor is welcome to bring additional production equipment, such as monitor systems, FOH console(s), lighting console(s), and additional lighting fixtures to be added to the pre-existing truss system. The cost of setting up additional equipment is the sole responsibility of the Contractor.

If seats are killed as a result of any gear that is brought in specifically for a Hangar performance, the Contractor will be charged back the face value of the killed seats plus any refund amount required to relocate guests who have purchased seats the must be killed.

SOUND AND LIGHTS
Contractor agrees to use District-provided industry standard sound and lighting equipment. Any other expense for gear and associated labor to install, strike or cause any other expense is at the sole cost of the Contractor.

RENTAL EQUIPMENT
The District may provide, but will not be responsible for payment of rental equipment, unless otherwise specifically stated in this Agreement.

HOSPITALITY
The District may provide meal service, when contracted, chosen from a District-determined menu. District will use Contractor's contract rider as a guide, but will be the final determiner of the meal that is served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e., tour bus food service) may be requested by the Contractor at the Contractor's expense from the on-site caterer. The District will not provide alcohol, tobacco, vape and cannabis products, nor will runners be available to secure these items. The OC Fair is a smoke-free event and the use of tobacco, vape and cannabis therein is strictly forbidden.

SPONSORSHIPS
The District's sponsorships will take precedence over Contractor's sponsorships. Contractors who have a sponsor will receive one-half (1/2) the number of signs, posters, impressions compared to the number of the District's sponsor. Contractor's sponsorship signage may be used only with District Management's approval. The District's CEO and sponsorship manager shall be notified prior to the signing of this Agreement of any potential conflicts related to sponsors. Contractors shall not receive any revenues from District sponsorships.

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

The Hangar is eligible for two (2) sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Hangar.

FORCE MAJEURE CLAUSE

The District's obligations are subject to Act of God, violent storms, riots, wars, labor difficulties, epidemics, and act or order by any public authority of any cause similar or dissimilar beyond the District's control, or in the event of the destruction of the Hangar or adjoining areas of the Fairgrounds by violent weather, fire, or national or local calamity or any unforeseen fulfillment of this Agreement by the District impossible and appearances of the Contractor impossible. If such an occurrence shall occur necessitating the cancellation of any show(s) which shall be mutually agreed upon between the District and the Contractor, then the Contractor shall be paid on a prorated basis for shows(s) performed. When one (1) show only is presented and condition(s) beyond the control of the Contractor and District which would prevent the start of the show at the scheduled time it is mutually agreed that the show can be delayed a maximum of 90 minutes to correct such condition and to present herein.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers' Compensation Insurance for its employees as required by law. Prior to date of performance, all performers shall submit to the District proof of valid Workers' Compensation Insurance coverage for all of their employees, unless performer has certified on Payee Data Record – STD. 204, that he/she is a sole proprietor and has no employees. It is mutually agreed that the District is relying upon the Contractor's specific representation and warranty that it has the proper Workers Compensation Insurance and that the Contractor will indemnify and hold harmless the District in the event it did not have the insurance.

Contractor further certifies that by signing this Agreement, Contractor will comply with such provisions under Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code immediately upon hiring any employee and before commencing the performance of this Agreement.

INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, and employees from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents).

COPYRIGHT INFRINGEMENT INDEMNIFICATION

Contractor warrants and represents that no musical, literary, or artistic work or other property protected by copyright will be performed, reproduced or used in the performance of this Agreement unless Contractor has previously thereto obtained written permission from the copyright holder or is otherwise exempt under 17 U.S.C. §§110:

"notwithstanding the provisions of Section 106, the following are not infringements of copyright:…

(6) performance of a nondramatic musical work by a governmental body or a nonprofit agricultural or horticultural organization, in the course of an annual agricultural or horticultural fair or exhibition conducted by such body or organization; the exemption provided by this clause shall extend to any liability for copyright infringement that would otherwise be imposed on such body or organization, under doctrines of vicarious liability or related infringement for a performance by a concessionaire, business establishment, or other person at such fair or exhibition, but shall not excuse any such person from liability for the performance."

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

Contractor acknowledges that Contractor acts under this Agreement as an independent contractor charged with the responsibility, in Contractor's sole discretion, for selection, performance, reproduction and use of such musical, literary and artistic works as contractor deems appropriate and that Contractor undertakes strict compliance with all laws respecting copyrights and the performance, reproduction and use of musical, literary and artistic works.

Contractor warrants that in the performance of this Agreement, Contractor will not infringe any statutory, common law or other right of any person in performing, reproducing or otherwise making use of any work or material. Contractor will indemnify, save and hold harmless the State and its agencies, including District, and their officers, agents, employees and servants from and against all claims, costs, and expenses (including legal fees), demands, actions and liability of every kind and character whatsoever with respect to copyright and the performance, reproduction and use of musical, literary and artistic works. Contractor authorizes the withholding of payment under this Agreement pending the final disposition of any claim which may result from the foregoing indemnification.

MISCELLANEOUS

The performance may be emceed by (i.e. "welcomed by") a local market radio station personality. In no way shall this be considered a "co-promotion" or "presented by" situation. Contractor shall be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall provide to the District any and all available materials, specifically to include biographical information, photographs, audio and/or video tapes (beta only) for District's use in promotional, collateral and advertising material for this event/performance.

All promotional, collateral and advertising material for the event will be developed and approved by the District. This material will be executed in a festival-style approach. All Contractor names including spelling, capitalization, and addendums must be designated in contracts. Changes cannot be made after the contract has been finalized.

Contractor will not have prior approval of any Fair-related promotional or advertising material. All Contractor guidelines must be outlined in contracts and will be incorporated as indicated.

No preferential changes of images provided by Contractor's management or publicity agents will be permitted unless provided image is no longer valid due to personnel changes.

CONTRACTOR COMPLIMENTARY TICKETS

The District will provide the Contractor with a reasonable number of complimentary concert tickets. The amount will be negotiated at the point of booking and any tickets past that amount must be purchased by the Contractor. Should the show carry a co-headliner, support or an opening act, that number will be reduced proportionately. Contractor's guests will be subject to a parking charge at the event. If available, the Contractor may purchase additional tickets through the OC Fair box office.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

PROFANE OR OBSCENE LANGUAGE

This is a State of California facility and all performances will be viewed by adults and children alike. The use of profane or obscene language or gestures will not be tolerated. Any display of such language or gestures by any contracted performer, their crew, or their representatives or associates while in the view or earshot of any Fair guest will be a finable offense subject to ONE THOUSAND DOLLARS ($1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

OFFENSIVE OR POLITICAL STATEMENTS OR PROPS

The display of offensive, political or controversial statements, slogans, flags (specifically the Confederate flag) or emblems as part of branding or decoration will not be tolerated. Any display by any contracted performer, their crew, or their representatives or associates while in the view of any Fair guest will be a finable offense subject to ONE THOUSAND DOLLARS ($1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.

CONFLICT OF LAWS OR TERMS

It is expressly understood and agreed that this Agreement shall be governed by the laws of the State of California both substantive and procedural. In the case of conflict between the District/State Documents and Contractor's Documents, the District/State Documents shall prevail if the parties can not mutually agree upon a resolution of the conflict.

CONTRACTOR'S POWER AND AUTHORITY

Contractor or Contractor's designee as signatory to this Agreement is empowered and has the authority to enter into this Agreement and bind Contractor to the terms and conditions contained herein. If the Contractor is not signing and contracting in own name to perform the entertainment services, then whatever business entity is signing and contracting to provide the services of the Contractor shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation "F/S/O" (for the services of) and immediately followed by the name of the performing Contractor on the preprinted blank line on the first page.

-End Exhibit E-

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

V06042020

1. **SCOPE**
As a result of the worldwide COVID-19 pandemic, the 32nd District Agricultural Association (OCFEC) implemented numerous essential protocols and procedures to protect OCFEC staff, renters, event promoter/producer employees, exhibitors, vendors, contractors, subcontractors, volunteers and members of the public. These protocols and procedures do not supersede or replace any existing orders issued by local governments, the State of California or the Federal Government. The protocol and procedure guidelines (COVID-19 Guidelines) apply equally to all organizations and persons doing business on OCFEC property, both public and private, and all event types, commercial, trade or other, hosted at the OCFEC.

2. **SICK, ELDERLY AND VULNERABLE PERSONS**
Anyone who feels sick should remain at home. In addition, high-risk persons who are over 65 years of age, or anyone with chronic illness or underlying medical conditions, should continue to follow recommendations to stay at home and limit public interaction.

3. **PHYSICAL DISTANCING IN THE WORKPLACE**
Physical distancing of a minimum of six (6) feet should be maintained between customer-facing employees and the general public, and – to the extent practical – between employees in the field or at employee workstations. Where isolation of employees in the field or at employee workstations is impractical, face coverings must be worn without exception.

4. **HANDWASHING, PERSONAL PROTECTIVE EQUIPMENT, AND TESTING**
Renters, event promoters, event producers, exhibitors, vendors, and their respective contractors, subcontractors and volunteers (collectively, "Business Partners") conducting business at the OCFEC must require all customer-facing employees to either wash their hands or use hand sanitizer every thirty minutes, or wear disposable gloves which are to be changed as frequently as specified by guidelines established for each applicable job assignment. Face coverings must be provided to all employees.

Before starting a shift, all OCFEC employees and all Business Partner employees, must have their temperatures taken and documented, and individual(s) will not be permitted to remain at work if the temperature reading exceeds 100.4 degrees (°) Fahrenheit. Affected individual(s) may only return to work after registering and documenting their temperature reading below 100.4° Fahrenheit for seventy-two (72) consecutive hours.

All OCFEC event attendees, before entering OCFEC premises, must have their temperatures taken and documented. Any OCFEC event attendee with a temperature reading above 100.4° Fahrenheit will not be permitted to attend the event and will be required to immediately leave the OCFEC premises. Paid admission/parking fee refunds will be subject to processing schedule.

All competitive professional and amateur sports participants, including youth sports participants, must be tested for COVID-19 at least one (1) week before the date of the scheduled competition, and will not be permitted to compete if the intended participant tests positive for COVID-19. If the intended participant tests positive for COVID-19, he/she will not be allowed to participate in any activities at the OCFEC until after (i) receiving a negative result on a subsequent COVID-19 test and (ii) satisfying the specified 14-day (or otherwise governmentally specified) COVID-19 quarantine period.

OCFEC Business Partners should make every effort to limit physical touch points at their respective places of business, including at the OCFEC. All OCFEC event promoters must significantly increase frequency of sanitation and disinfection measures at all workstations and equipment that come into contact with OCFEC employees and the general public. All OCFEC Business Partners must assess and identify the frequency of necessary sanitation and disinfection practices, and will review and agree upon a sanitation and disinfection schedule with the OCFEC.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

Face coverings and disposable gloves must be worn by all OCFEC Business Partner customer-facing employees. All OCFEC event attendees and visitors must wear appropriate face coverings. Physical barriers, if available, are preferred but not required as the general public will make the personal decision of whether to attend an event at the OCFEC and/or patronize an OCFEC Business Partner. For the benefit of the public, OCFEC employees and Business Partner employees, handwashing or hand sanitizing should be done as soon as possible following the handling of materials that come in contact with the general public.

5. **EVENT ATTENDANCE LIMITATIONS**

Attendance at all OCFEC events, including all move-in and move-out activities, must be limited at any given time, to no more than the current maximum attendance levels permitted by all applicable local and state orders or laws.

OCFEC Business Partners must establish and actively enforce measures to monitor and ensure attendance limitation compliance. If an OFCEC Business Partner fails to comply with event attendance limitations, the OCFEC in its sole and absolute discretion may cancel the event without notice and refer the matter to local law enforcement.

6. **OCFEC BUSINESS PARTNER COMPLIANCE**

OCFEC Business Partners shall make every effort to assure compliance with COVID-19 related mitigation requirements. If an OCFEC Business Partner fails to comply with these COVID-19 Guidelines, the OCFEC in its sole and absolute discretion may close non-compliant event spaces, exhibitor spaces or other such rental spaces, or may cancel the event without notice and refer the matter to local law enforcement.

7. **COVID-19 RELEASE AND WAIVER OF LIABILITY**

As consideration for being permitted to conduct event activities at the OCFEC, OCFEC Business Partners must acknowledge and agree to all COVID-19 Pandemic and related governmental orders, directives and guidelines, and forever release the 32nd District Agricultural Association, the State, California Fair Services Authority ("CFSA"), the County, the Lessor, and any fair affiliated organization, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner's employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner's participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.

8. **EVENT ORGANIZATION PROTOCOLS**

Each OCFEC Business Partner must submit event organization-specific COVID-19 related infection mitigation protocols and procedures for OCFEC review and approval no later thirty (30) days before the event's scheduled move-in date. The OCFEC reserves the right to reject any protocols and procedures that are in conflict with, or are less stringent than, the COVID-19 Guidelines. If the OCFEC rejects the OCFEC Business Partner's COVID-19 related infection mitigation protocols and procedures, the OCFEC Business Partner must resubmit revised infection mitigation protocols and procedures for review no less than fifteen (15) days before the event's scheduled move-in date. If OCFEC Business Partner fails to submit the COVID-19 related infection mitigation protocols and procedures on time, the OCFEC in its sole and absolute discretion may terminate the agreement and cancel the event without notice.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

9. **FURTHER ACTION AS NECESSARY**

The OCFEC reserves the right to modify these COVID-19 Guidelines as circumstances warrant. Specifically, the OCFEC recognizes that additional restrictions not reflected in these guidelines may be necessary to address the health and safety of certain populations depending upon their age or underlying health concerns, or otherwise to address medical issues as they arise.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

I HAVE CAREFULLY READ THIS AGREEMENT EXHIBIT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A CONTRACTUAL AGREEMENT BETWEEN MYSELF AND THE 32ND DISTRICT AGRICULTURAL ASSOCIATION, THE STATE, CFSA, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed on _____, 20____.

OCFEC BUSINESS PARTNER:

_____
Signature

_____
Address

_____
City State ZIP

-End Exhibit F-

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev. 03/2019)

R_____ A_____ F_____

AGREEMENT NUMBER
SA-048-21HB

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
ALFREDO MORALES F/S/O DEVOTIONAL AND TECHNIQUE

2. The term of this Agreement is: **08/06/21** through **08/06/21** **FED ID:**

3. The maximum amount of this Agreement is: **$2,500.00**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work **– To provide "Devotional" and "Technique" in The Hangar on August 6 at the 2021 OC Fair. See Page 2 for additional details.**	Pages 1 – 4
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 5
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 6 – 9
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 10 – 13
Exhibit E – Hangar House Rider (Insurance Requirements) (Attached hereto as part of this agreement)	Pages 14 – 18
Exhibit F – Covid-19 Infection Mitigation Protocol & Procedure (Attached hereto as part of this agreement)	Pages 19 – 21

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
ALFREDO MORALES F/S/O DEVOTIONAL AND TECHNIQUE

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Alfredo Morales, Entertainer

CONTRACTOR BUSINESS ADDRESS
636 ½ Spaulding Street, Los Angeles, CA 90036
(818) 855-3734, soundsalamode@gmail.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Michele Richards, Chief Executive Officer or
Joan Hamill, Chief Business Development Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACT REPRESENTATIVES:

32nd District Agriculture Association
Name: Jeff Willson
Title: Entertainment Supervisor
Phone number: (714) 708-1878

Devotional / Technique
Name: Alfredo Morales
Title: Entertainer
Phone number: (818) 855-3734

CONTRACTOR AGREES:

Performance

1. To provide the performance group, "Devotional – A Tribute to Depeche Mode" and "Technique – A Tribute to New Order" on Friday, August 6, 2021.

2. "Devotional" is to perform one (1) 80 to 90-minute set on The Hangar stage beginning at approximately 8:35 p.m. "Technique" is to perform one (1) 30 to 40-minute set on The Hangar stage beginning approximately 7:30 p.m.

Radius

1. The Hangar at The OC Fair has market exclusivity for this performance. No performance or advertising is allowed for events within a 50 mile radius (Southern Los Angeles, Inland Empire and Orange County) for 60 days prior to the performance date.

Press / Media

1. To refer to the performance venue as "The Hangar at the OC Fair" in all advertising and/or communications including, but not limited to, email, websites, social media outlets and print schedules.
2. To provide biographical, press release information, and current performer imagery as necessary.
3. To make band members available for media and/or promotional opportunities (see Exhibit E).
4. To promote this contracted event via Contractor email and mobile (if available) database(s), and web site.
5. All requests for press inclusion (written, photography, videography) at this performance event must be submitted to, and approved by, the OC Fair Communications Department.

Operations / Production

1. Advance performance with Doug Sturgis, the venue Production Manager, at doug@rkde.net.
2. The Hangar stage will be used by community performers during the day, in advance of this contracted performance. The stage will be clear and the venue vacated a minimum of three (3) hours in advance of the performance for load in, sound check and audience load in. It is imperative that Contractor arrive on time and prepared to facilitate load in and sound check during this short window of time.
3. Doors for the event are at approximately 60 minutes prior to the performance start time.
4. This contract is predicated on the fact that Contractor will be using in-house production as is. Any additional production expense will be financial responsibility of the Contractor. This includes, but is not limited to, backline, transportation of any kind, additional risers, musicians or extra talent, hotel accommodations, pyrotechnics, video, etc. (see Exhibit E).

Contractor Rider

1. The venue Production Manager will review any Contractor rider and attempt to make accommodations if possible, however the venue rider for The Hangar is incorporated into this contract and supersedes Contractor rider.

EXHIBIT A – SCOPE OF WORK (CONT.)

Merchandise

1. Contractor sells: District agrees to waive merchandise split.
2. Contractor must provide notification of merchandise sales a minimum of three days prior to the contracted date. Without this notification, there is no guarantee that merchandise tables, chairs, etc., will be provided.

Video Recording

1. Video recording of performances will only be allowed using simple hand-held devices such as cell phones. Tripods, high-resolution video cameras, multiple-camera recording positions, and other devices, for the purposes of this contract known as "professional video recording," will only be allowed with the permission of the OC Fair Entertainment Department. An origination fee of TWO HUNDRED FIFTY DOLLARS ($250.00) is required in order to receive permission to enlist professional video recording services or video equipment.
2. In cases where professional services are permitted, placement of any/all equipment is at the discretion of the venue Production Manager and may not, under any circumstances, interfere with the experience of customers at the event.
3. Contractor may order a live video feed recording of the performance captured by the District for a fee of TWO HUNDRED FIFTY DOLLARS ($250.00), requested through the OC Fair Entertainment Department. Such recordings will be provided to Contractor on a hard drive once payment is received (check or money order only). Contractor agrees to grant OC Fair the right to use recordings in whole or in part for promotional purposes.
4. If Contractor wishes to seek professional video recording services and to secure a live video recording from the District, a fee of THREE HUNDRED FIFTY DOLLARS ($350.00) is required.

Insurance

1. It is understood that this event includes the contracted performer only, and that there is no direct audience participation. If audience participation is to be included, the proper insurance must be arranged through OC Fair & Events Center Business Services.

Ticketing:

1. The District may, at its discretion, offer group discounts up to 20%.
2. The District may, at its discretion, offer two-for-one tickets to its season ticket holders
3. The District may, at its discretion, offer discounts of up to 50% to the public through its ticket service provider.
4. The District may, at its discretion, offer discounts of up to 50% to the public through internet distribution services such as, but not limited to, Groupon, Goldstar, Living Social, etc.

Other

1. The District reserves the right to terminate any contract, at any time, by giving the Contractor notice in writing at least thirty (30) days prior to the date when such terminations shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

EXHIBIT A – SCOPE OF WORK (CONT.)

2. The District's obligations are subject to Act of God, violent storms, riots, wars, labor difficulties, epidemics, and act or order by any public authority of any cause similar or dissimilar beyond the District's control, or in the event of the destruction of the Hangar or adjoining areas of the Fairgrounds by violent weather, fire, or national or local calamity or any unforeseen fulfillment of this Agreement by the District impossible and appearances of the Contractor impossible. If such an occurrence shall occur necessitating the cancellation of any show(s) which shall be mutually agreed upon between the District and the Contractor, then the Contractor shall be paid on a prorated basis for shows(s) performed. When one (1) show only is presented and condition(s) beyond the control of the Contractor and District which would prevent the start of the show at the scheduled time it is mutually agreed that the show can be delayed a maximum of 90 minutes to correct such condition and to present herein.

DISTRICT AGREES:

Payment

1. To pay Contractor a total sum not to exceed TWO THOUSAND FIVE HUNDRED DOLLARS ($2,500.00) upon satisfactory completion of work herein required on Friday, August 6, 2021. (see Exhibit B and Exhibit E).

Operations / Production

1. To provide The Hangar stage, lights and sound. Backline is not included (see Exhibit E).
2. To provide box office, ticket takers, security, usher staff and concessions.

Accommodations

1. To provide a 10' X 20' dressing room trailer in the backstage area.
2. To provide a deli style meal, bottled water and soft drinks for eight band members, crew and management. Any catering beyond these parameters will be at the sole expense of the Artist (see Exhibit E).

Credentials

1. To provide complimentary parking and admission for band members, crew and management only.
2. To provide twenty (20) complimentary performance tickets upon request. Please request through venue Production Manager at hangarproduction@ocfair.com. Guest tickets include free admission to the OC Fair and the performance event, but do not include parking.

Event Marketing

1. To provide marketing, advertising and promotion as part of the 2021 OC Fair collateral material.

Other

1. To provide a high quality recording of the performance at no cost to the Contractor.

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5770-70

PAYMENT PROVISIONS:

To pay Contractor a total sum not to exceed TWO THOUSAND FIVE HUNDRED DOLLARS ($2,500.00) upon satisfactory completion of work herein required on Friday, August 6, 2021.

Payment will be made by 32nd District Agricultural Association, State of California-issued check. As an agency of the State of California, the venue is not permitted to provide performance deposits in advance of the performance date.

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Friday, August 6, 2021, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL:**
   This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
   No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
   Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
   Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
   The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR*:***
   Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:
During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:
Time is of the essence in this Agreement.

13. COMPENSATION:
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:
The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE BASED OFF THE SCOPE OF WORK)

CCC-04/2017 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS:
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST:
Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Current State Employees (Pub. Contract Code §10410):
1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):
1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE:
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

6. **RESOLUTION:**
   A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. **AIR OR WATER POLLUTION VIOLATION:**
   Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. **PAYEE DATA RECORD FORM STD. 204:**
   This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES
Performer, Artist, and Contractor (hereinafter referred to as "Contractor") shall adhere to all starting and ending times as indicated in this Agreement.

CURFEW
There is a strict 10:30 p.m. curfew in effect unless an extension of curfew is approved by the 32nd District Agricultural Association (hereinafter referred to as "District") prior to the performance. If this curfew is not adhered to, Contractor shall be liable and subject to litigation and fines by the State of California for breach of contract. These fines shall be one thousand dollars ($1,000.00) per minute for the first five (5) minutes and an additional ten thousand dollars ($10,000.00) for any period thereafter.

PAYMENT
Contractor shall be paid by District check upon completion of performance. There shall be no cash payments and no check cashing shall be authorized. Contractors who are non-residents of California will be subject to State withholding by the Franchise Tax Board at a rate of seven percent (7%) unless a Form 590 has been completed and returned to the District.

PUBLIC ACCESS TO FACILITY
The facility will be open to the public approximately 60 minutes prior to the start of the show. There shall be no exceptions to this stated time. This requirement is necessary to meet safety and crowd control procedures set by the State of California Fire Marshal and the Orange County Sheriff's Department.

DECIBEL LEVEL
Sound pressure levels must not exceed:

1. 85 dB, no weighting, averaged over a 5-minute period at directly backstage. Random readings will be taken throughout sound check and performance.
2. 95 dB, no weighting, averaged over a 5-minute period at FOH.
3. 55 dB, LEQ average in surrounding neighborhoods (distance is typically 1,000 feet or more from the Hangar FOH location).
4. If any one (1) of the above conditions is exceeded, regardless of compliance in the remaining areas, Contractor will be asked to reduce levels to comply.

House sound will include stage monitors. District Agrees to use Contractor's monitor system, at Contractor's request, at no additional cost to the District.

Contractor shall be bound by the sound covenant and shall at all times during any pre-concert sound checks and the concert operate within the sound restrictions. Contractor agrees that upon discovery or notification of any occurrence of sound level exceedance by either the District, or a designated sound monitor or other designee, Contractor shall immediately adjust the sound level to come into compliance with sound level specifications. If repeated sound level violations occur within concert performance after such notification, Contractor agrees to immediately terminate the concert.

In addition to the above terms, Contractor agrees that the District, in exercise of its discretion and judgment, retains all rights to adjust the sound level or terminate the concert performance as it may deem necessary to ensure compliance with the sound restrictions.

MEDIA - WEBSITE
The District requires that the Contractor place specific information about the contracted event at the OC Fair on its website. Information should include the entertainer's name, date, time of performance(s) at the OC Fair, and a web link to OC Fair website (www.ocfair.com).

MEDIA - INTERVIEW
The District also requests that the Contractor consent to at least one (1), fifteen (15)-minute promotional interview with a local radio station in advance of their performance at the OC Fair. Radio station to be selected by the District.

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

MEDIA - VIDEO
Local affiliates of national television networks, upon issuance of proper District press credentials and approval of Contractor's representative, shall be allowed to videotape up to three (3) minutes of performance for news purposes only. The District actively discourages all non-legitimate videotaping activity.

MEDIA - STILL PHOTOGRAPHY
Representatives of legitimate press organizations, upon issuance of proper District press credentials, shall be allowed to photograph a portion of the performance for review purposes only. The District actively discourages all non-legitimate use of still photography.

MEET & GREETS
The District requests that the Contractor participate in a pre-performance or post-performance meet & greet as arranged by the venue.

PRODUCTION
This contract is predicated on the fact that Contractor will be using in-house production as is. The District will provide The Hangar stage, lights and sound. Backline is not included. Approximately two (2) hours are allotted to set the stage and perform soundcheck.

Any additional gear required will be at the sole expense of the Contractor. This includes but is not limited to: backline, transportation, additional riser(s), musicians or additional talent, pyrotechnics, etc. Any labor required to strike and restore changes to existing truss system is at the sole expense of the Contractor.

The Contractor is welcome to bring additional production equipment, such as monitor systems, FOH console(s), lighting console(s), and additional lighting fixtures to be added to the pre-existing truss system. The cost of setting up additional equipment is the sole responsibility of the Contractor.

If seats are killed as a result of any gear that is brought in specifically for a Hangar performance, the Contractor will be charged back the face value of the killed seats plus any refund amount required to relocate guests who have purchased seats the must be killed.

SOUND AND LIGHTS
Contractor agrees to use District-provided industry standard sound and lighting equipment. Any other expense for gear and associated labor to install, strike or cause any other expense is at the sole cost of the Contractor.

RENTAL EQUIPMENT
The District may provide, but will not be responsible for payment of rental equipment, unless otherwise specifically stated in this Agreement.

HOSPITALITY
The District may provide meal service, when contracted, chosen from a District-determined menu. District will use Contractor's contract rider as a guide, but will be the final determiner of the meal that is served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e., tour bus food service) may be requested by the Contractor at the Contractor's expense from the on-site caterer. The District will not provide alcohol, tobacco, vape and cannabis products, nor will runners be available to secure these items. The OC Fair is a smoke-free event and the use of tobacco, vape and cannabis therein is strictly forbidden.

SPONSORSHIPS
The District's sponsorships will take precedence over Contractor's sponsorships. Contractors who have a sponsor will receive one-half (1/2) the number of signs, posters, impressions compared to the number of the District's sponsor. Contractor's sponsorship signage may be used only with District Management's approval. The District's CEO and sponsorship manager shall be notified prior to the signing of this Agreement of any potential conflicts related to sponsors. Contractors shall not receive any revenues from District sponsorships.

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

The Hangar is eligible for two (2) sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Hangar.

FORCE MAJEURE CLAUSE

The District's obligations are subject to Act of God, violent storms, riots, wars, labor difficulties, epidemics, and act or order by any public authority of any cause similar or dissimilar beyond the District's control, or in the event of the destruction of the Hangar or adjoining areas of the Fairgrounds by violent weather, fire, or national or local calamity or any unforeseen fulfillment of this Agreement by the District impossible and appearances of the Contractor impossible. If such an occurrence shall occur necessitating the cancellation of any show(s) which shall be mutually agreed upon between the District and the Contractor, then the Contractor shall be paid on a prorated basis for shows(s) performed. When one (1) show only is presented and condition(s) beyond the control of the Contractor and District which would prevent the start of the show at the scheduled time it is mutually agreed that the show can be delayed a maximum of 90 minutes to correct such condition and to present herein.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers' Compensation Insurance for its employees as required by law. Prior to date of performance, all performers shall submit to the District proof of valid Workers' Compensation Insurance coverage for all of their employees, unless performer has certified on Payee Data Record – STD. 204, that he/she is a sole proprietor and has no employees. It is mutually agreed that the District is relying upon the Contractor's specific representation and warranty that it has the proper Workers Compensation Insurance and that the Contractor will indemnify and hold harmless the District in the event it did not have the insurance.

Contractor further certifies that by signing this Agreement, Contractor will comply with such provisions under Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code immediately upon hiring any employee and before commencing the performance of this Agreement.

INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, and employees from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents).

COPYRIGHT INFRINGEMENT INDEMNIFICATION

Contractor warrants and represents that no musical, literary, or artistic work or other property protected by copyright will be performed, reproduced or used in the performance of this Agreement unless Contractor has previously thereto obtained written permission from the copyright holder or is otherwise exempt under 17 U.S.C. §§110:

"notwithstanding the provisions of Section 106, the following are not infringements of copyright:…

(6) performance of a nondramatic musical work by a governmental body or a nonprofit agricultural or horticultural organization, in the course of an annual agricultural or horticultural fair or exhibition conducted by such body or organization; the exemption provided by this clause shall extend to any liability for copyright infringement that would otherwise be imposed on such body or organization, under doctrines of vicarious liability or related infringement for a performance by a concessionaire, business establishment, or other person at such fair or exhibition, but shall not excuse any such person from liability for the performance."

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

Contractor acknowledges that Contractor acts under this Agreement as an independent contractor charged with the responsibility, in Contractor's sole discretion, for selection, performance, reproduction and use of such musical, literary and artistic works as contractor deems appropriate and that Contractor undertakes strict compliance with all laws respecting copyrights and the performance, reproduction and use of musical, literary and artistic works.

Contractor warrants that in the performance of this Agreement, Contractor will not infringe any statutory, common law or other right of any person in performing, reproducing or otherwise making use of any work or material. Contractor will indemnify, save and hold harmless the State and its agencies, including District, and their officers, agents, employees and servants from and against all claims, costs, and expenses (including legal fees), demands, actions and liability of every kind and character whatsoever with respect to copyright and the performance, reproduction and use of musical, literary and artistic works. Contractor authorizes the withholding of payment under this Agreement pending the final disposition of any claim which may result from the foregoing indemnification.

MISCELLANEOUS

The performance may be emceed by (i.e. "welcomed by") a local market radio station personality. In no way shall this be considered a "co-promotion" or "presented by" situation. Contractor shall be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall provide to the District any and all available materials, specifically to include biographical information, photographs, audio and/or video tapes (beta only) for District's use in promotional, collateral and advertising material for this event/performance.

All promotional, collateral and advertising material for the event will be developed and approved by the District. This material will be executed in a festival-style approach. All Contractor names including spelling, capitalization, and addendums must be designated in contracts. Changes cannot be made after the contract has been finalized.

Contractor will not have prior approval of any Fair-related promotional or advertising material. All Contractor guidelines must be outlined in contracts and will be incorporated as indicated.

No preferential changes of images provided by Contractor's management or publicity agents will be permitted unless provided image is no longer valid due to personnel changes.

CONTRACTOR COMPLIMENTARY TICKETS

The District will provide the Contractor with a reasonable number of complimentary concert tickets. The amount will be negotiated at the point of booking and any tickets past that amount must be purchased by the Contractor. Should the show carry a co-headliner, support or an opening act, that number will be reduced proportionately. Contractor's guests will be subject to a parking charge at the event. If available, the Contractor may purchase additional tickets through the OC Fair box office.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

PROFANE OR OBSCENE LANGUAGE

This is a State of California facility and all performances will be viewed by adults and children alike. The use of profane or obscene language or gestures will not be tolerated. Any display of such language or gestures by any contracted performer, their crew, or their representatives or associates while in the view or earshot of any Fair guest will be a finable offense subject to ONE THOUSAND DOLLARS ($1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

OFFENSIVE OR POLITICAL STATEMENTS OR PROPS

The display of offensive, political or controversial statements, slogans, flags (specifically the Confederate flag) or emblems as part of branding or decoration will not be tolerated. Any display by any contracted performer, their crew, or their representatives or associates while in the view of any Fair guest will be a finable offense subject to ONE THOUSAND DOLLARS ($1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.

CONFLICT OF LAWS OR TERMS

It is expressly understood and agreed that this Agreement shall be governed by the laws of the State of California both substantive and procedural. In the case of conflict between the District/State Documents and Contractor's Documents, the District/State Documents shall prevail if the parties can not mutually agree upon a resolution of the conflict.

CONTRACTOR'S POWER AND AUTHORITY

Contractor or Contractor's designee as signatory to this Agreement is empowered and has the authority to enter into this Agreement and bind Contractor to the terms and conditions contained herein. If the Contractor is not signing and contracting in own name to perform the entertainment services, then whatever business entity is signing and contracting to provide the services of the Contractor shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation "F/S/O" (for the services of) and immediately followed by the name of the performing Contractor on the preprinted blank line on the first page.

-End Exhibit E-

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

V06042020

1. **SCOPE**
As a result of the worldwide COVID-19 pandemic, the 32nd District Agricultural Association (OCFEC) implemented numerous essential protocols and procedures to protect OCFEC staff, renters, event promoter/producer employees, exhibitors, vendors, contractors, subcontractors, volunteers and members of the public. These protocols and procedures do not supersede or replace any existing orders issued by local governments, the State of California or the Federal Government. The protocol and procedure guidelines (COVID-19 Guidelines) apply equally to all organizations and persons doing business on OCFEC property, both public and private, and all event types, commercial, trade or other, hosted at the OCFEC.

2. **SICK, ELDERLY AND VULNERABLE PERSONS**
Anyone who feels sick should remain at home. In addition, high-risk persons who are over 65 years of age, or anyone with chronic illness or underlying medical conditions, should continue to follow recommendations to stay at home and limit public interaction.

3. **PHYSICAL DISTANCING IN THE WORKPLACE**
Physical distancing of a minimum of six (6) feet should be maintained between customer-facing employees and the general public, and – to the extent practical – between employees in the field or at employee workstations. Where isolation of employees in the field or at employee workstations is impractical, face coverings must be worn without exception.

4. **HANDWASHING, PERSONAL PROTECTIVE EQUIPMENT, AND TESTING**
Renters, event promoters, event producers, exhibitors, vendors, and their respective contractors, subcontractors and volunteers (collectively, “Business Partners”) conducting business at the OCFEC must require all customer-facing employees to either wash their hands or use hand sanitizer every thirty minutes, or wear disposable gloves which are to be changed as frequently as specified by guidelines established for each applicable job assignment. Face coverings must be provided to all employees.

Before starting a shift, all OCFEC employees and all Business Partner employees, must have their temperatures taken and documented, and individual(s) will not be permitted to remain at work if the temperature reading exceeds 100.4 degrees (°) Fahrenheit. Affected individual(s) may only return to work after registering and documenting their temperature reading below 100.4° Fahrenheit for seventy-two (72) consecutive hours.

All OCFEC event attendees, before entering OCFEC premises, must have their temperatures taken and documented. Any OCFEC event attendee with a temperature reading above 100.4° Fahrenheit will not be permitted to attend the event and will be required to immediately leave the OCFEC premises. Paid admission/parking fee refunds will be subject to processing schedule.

All competitive professional and amateur sports participants, including youth sports participants, must be tested for COVID-19 at least one (1) week before the date of the scheduled competition, and will not be permitted to compete if the intended participant tests positive for COVID-19. If the intended participant tests positive for COVID-19, he/she will not be allowed to participate in any activities at the OCFEC until after (i) receiving a negative result on a subsequent COVID-19 test and (ii) satisfying the specified 14-day (or otherwise governmentally specified) COVID-19 quarantine period.

OCFEC Business Partners should make every effort to limit physical touch points at their respective places of business, including at the OCFEC. All OCFEC event promoters must significantly increase frequency of sanitation and disinfection measures at all workstations and equipment that come into contact with OCFEC employees and the general public. All OCFEC Business Partners must assess and identify the frequency of necessary sanitation and disinfection practices, and will review and agree upon a sanitation and disinfection schedule with the OCFEC.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

Face coverings and disposable gloves must be worn by all OCFEC Business Partner customer-facing employees. All OCFEC event attendees and visitors must wear appropriate face coverings. Physical barriers, if available, are preferred but not required as the general public will make the personal decision of whether to attend an event at the OCFEC and/or patronize an OCFEC Business Partner. For the benefit of the public, OCFEC employees and Business Partner employees, handwashing or hand sanitizing should be done as soon as possible following the handling of materials that come in contact with the general public.

5. **EVENT ATTENDANCE LIMITATIONS**

Attendance at all OCFEC events, including all move-in and move-out activities, must be limited at any given time, to no more than the current maximum attendance levels permitted by all applicable local and state orders or laws.

OCFEC Business Partners must establish and actively enforce measures to monitor and ensure attendance limitation compliance. If an OFCEC Business Partner fails to comply with event attendance limitations, the OCFEC in its sole and absolute discretion may cancel the event without notice and refer the matter to local law enforcement.

6. **OCFEC BUSINESS PARTNER COMPLIANCE**

OCFEC Business Partners shall make every effort to assure compliance with COVID-19 related mitigation requirements. If an OCFEC Business Partner fails to comply with these COVID-19 Guidelines, the OCFEC in its sole and absolute discretion may close non-compliant event spaces, exhibitor spaces or other such rental spaces, or may cancel the event without notice and refer the matter to local law enforcement.

7. **COVID-19 RELEASE AND WAIVER OF LIABILITY**

As consideration for being permitted to conduct event activities at the OCFEC, OCFEC Business Partners must acknowledge and agree to all COVID-19 Pandemic and related governmental orders, directives and guidelines, and forever release the 32nd District Agricultural Association, the State, California Fair Services Authority ("CFSA"), the County, the Lessor, and any fair affiliated organization, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner's employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner's participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.

8. **EVENT ORGANIZATION PROTOCOLS**

Each OCFEC Business Partner must submit event organization-specific COVID-19 related infection mitigation protocols and procedures for OCFEC review and approval no later thirty (30) days before the event's scheduled move-in date. The OCFEC reserves the right to reject any protocols and procedures that are in conflict with, or are less stringent than, the COVID-19 Guidelines. If the OCFEC rejects the OCFEC Business Partner's COVID-19 related infection mitigation protocols and procedures, the OCFEC Business Partner must resubmit revised infection mitigation protocols and procedures for review no less than fifteen (15) days before the event's scheduled move-in date. If OCFEC Business Partner fails to submit the COVID-19 related infection mitigation protocols and procedures on time, the OCFEC in its sole and absolute discretion may terminate the agreement and cancel the event without notice.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

9. **FURTHER ACTION AS NECESSARY**

The OCFEC reserves the right to modify these COVID-19 Guidelines as circumstances warrant. Specifically, the OCFEC recognizes that additional restrictions not reflected in these guidelines may be necessary to address the health and safety of certain populations depending upon their age or underlying health concerns, or otherwise to address medical issues as they arise.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

I HAVE CAREFULLY READ THIS AGREEMENT EXHIBIT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A CONTRACTUAL AGREEMENT BETWEEN MYSELF AND THE 32ND DISTRICT AGRICULTURAL ASSOCIATION, THE STATE, CFSA, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed on _____, 20____.

OCFEC BUSINESS PARTNER:

_____
Signature

_____
Address

_____
City State ZIP

-End Exhibit F-

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev. 03/2019)

R_____ A_____ F_____

AGREEMENT NUMBER
SA-090-21PA

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
CHEAP TRICK TOURING, INC. F/S/O CHEAP TRICK

2. The term of this Agreement is: **08/11/2021** through **08/11/2021** **FED ID:**

3. The maximum amount of this Agreement is: **$87,500.00 ($85,000.00 FLAT plus $2,500.00 backline buyout)**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work **– To provide "Cheap Trick" at the Pacific Amphitheatre on Wednesday, August 11 for the 2021 OC Fair. See Page 2 for additional details.** **Contractor certifies compliance with applicable requirements in the talent agency section of the Labor Code (§271, §272, and §1700.5 - §1700.22).**	Pages 1 – 4
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 5
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 6 – 9
Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement)	Pages 10 – 13
Exhibit E – House Rider/Performance Agreement (Attached hereto as part of this agreement)	Pages 14 – 17
Exhibit F – Pacific Amphitheatre Decibel Level & Sound Covenant (Attached hereto as part of this agreement)	Pages 18 – 19
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 20 – 26
Exhibit I – Covid-19 Infection Mitigation Protocol & Procedure (Attached hereto as part of this agreement)	Pages 27 – 29

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
CHEAP TRICK TOURING, INC. F/S/O CHEAP TRICK

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
c/o Tim Beeding, Agent or Authorized Signatory

CONTRACTOR BUSINESS ADDRESS
Creative Artists Agency
401 Commerce Street, Penthouse, Nashville, TN 37219
(615) 383-8787

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Michele Richards, Chief Executive Officer or
Joan Hamill, Chief Business Development Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

The Pacific Amphitheatre

Performance Offer

OC Fair & Event Center • 88 Fair Drive • Costa Mesa, CA 92626

This document constitutes a formal Offer to Perform based on the information specified below

	Performance	Offer
Headliner	**Cheap Trick**	**$85,000**
Support 1		$0
Support 2		$0

Today's Date	5/4/20	Expiration Date	5/4/20	Revision Date	TBD
Performance Date	8/11/21	Performance Time	TBD	Doors Open	TBD
Support 2 Start	TBD	Support 1 Start	TBD	Headliner Start	TBD
Presale Date	TBD	Public Sale Date	TBD	Curfew	10PM

Agent / Agency Contact Information			
Agent	Tim Beeding	Agency	CAA
Phone	615-383-8787	Email	tim.beeding@caa.com

The Pacific Amphitheatre Contact Information					
Buyer	Lisa Sexton	Email	lsexton@ocfair.com	Phone	714.708.1707
Marketing	Lisa Sexton	Email	lsexton@ocfair.com	Phone	714.708.1707
Production	Ray Woodbury	Email	ray@rkde.net	Phone	909.821.3157
Contracts	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790
Buys	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790
Counts	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790

Ticket Scaling						
Section	Capacity	Comps	ADA Kills	Sellable	Base	Gross Potential
Pit / Circle	469	30	8	431	$46.00	$19,826.00
Orchestra 1	1,750	85	10	1,655	36.00	59,580.00
Orchestra 2	748	85	10	653	28.50	18,610.50
Orchestra 3	0	0	0	0		0.00
Terrace 1	2,798	100	12	2,686	18.50	49,691.00
Terrace 2	2,391	100	12	2,279	11.00	25,069.00
Terrace 3		0	0	0		0.00
Total Per Show	8,156	400	52	7,704		$172,776.50

Ticket Add-Ons					
Source	**Per Ticket**				
Fair Admission	$14.00				
Facility Fee	$5.00				

Projected Performance Expenses			
Headline Guarantee	Shows	Performance Total	Run Total
Headline Guarantee	1	$85,000	$85,000
Support 1 Guarantee	1	0	0
Support 2 Guarantee	1	0	0
House Nut	1	75,500	75,500
Advertising	1	15,000	15,000
Total Costs		$175,500	$175,500

EXHIBIT A – SCOPE OF WORK (CONT.)

Performance Offer Deal Points

I. Performance.
- A. Financial terms – $85,000 flat plus $2500 backline buyout for Cheap Trick PRE-FAIR.
  1. Offer is "all in" and inclusive of all costs including, but not limited to backline, additional production expense, air and ground transportation and hotel accommodations.
- B. Offer is based on the ability arrive at a performance date and time which mutually agreed upon by both Artist and Venue.
- C. Mutually agreed upon support is requested for this performance. BLUE OYSTER CULT
  1. If the performance must include support, in an effort to reduce the carbon footprint associated with travel, etc., it is requested that appropriate local talent be considered.
  2. If support is added, it may be necessary that a change in scaling may be requested to cover that cost.
- D. As an agency of the State of California, the Venue is not permitted to provide performance deposits in advance of the performance date.
- E. Artist is requested to participate in a pre-performance or post-performance meet & greet as arranged by the venue.
- F. Artist is requested to participate in at least one media interview.
- G. Runner is available for day of show only within a 15-mile radius of the venue.
- H. This offer is for the specified performance only. Any other public event and/or gathering orchestrated by the Artist or the Artist's representatives (e.g., pre-show or post-show upsell meet & greet) is separate from the performance agreement and subject to the Venue costs associated with such a gathering. For the safety and security of the Artist, Artist's representatives, visiting and local production, etc., large scale Artist sponsored meet & greets will not be carried out in the backstage area and are subject to available space. Please advance before initiating any such gathering with guests and/or fans.
- I. There is a strict 10:00 p.m. curfew imposed by the City of Costa Mesa and the State of California. Artist assumes all financial responsibility and/or other penalties that result from a failure to comply with this curfew.
- J. Any income from parking, food and beverage concessions, ticket service charges, suites or box seats, local share of merchandise, etc., will not be shared in settlement.
- K. Artists shall adhere to all laws, policies, rules and regulations applicable to the Event.
- L. This agreement may not be modified, altered or amended, except by a written instrument signed by both parties.

II. Exclusivity.
- A. The Pacific Amphitheatre will have market exclusivity for this performance. Should this offer be accepted, there will be no other performances or advertising of other performances by the Artist within a 100 mile radius [this includes Los Angeles, Inland Empire (including Pala, Pechanga and Southern California desert casinos), Northern San Diego County and Orange County] for 180 days before the performance date and extending through the day of the show.

III. Ticketing.
- A. Unless running concurrently with the venue presale through the venue service provider, all fan club presales must end before the venue presales begins.
  1. If the Venue fulfills and distributes fan club tickets through venue will call there will be a $3.00 per ticket charge.
  2. If Venue fulfills and distributes tickets by mail to individual fan club members, there will be a $10.00 per order charge.
  3. Payment for any fan club presale fulfilled through the Box Office will be received Net 20 from the date the fan club presale ends.
- B. Headline Artist is allotted 30 Orchestra and 20 Terrace tickets for this performance.
  1. Complimentary tickets can be orchestrated through the Box Office on the day of the performance.
  2. Artist or Artist representatives must request tickets to be held for potential purchase before the performance goes on presale or public sale. If no request is made, tickets will not be held. Tickets held for this purpose are considered sold. If these tickets have not been purchased within 10 business days before the event, they will be released without notification for public sale.
- C. This offer assumes that the complimentary ticket allotments delineated are approximate as related to press and promotion and upper limits as related to sponsors, venue, Artist and the OC Fair & Events Center. Tickets allocated as complimentary that are unused will be put back into the system and made available for purchase with no change to the financial agreement.
- D. Purchaser reserves the right to review and revise the ticket scaling in conjunction with the Artist prior to public on-sale. As part of this offer, Purchaser is granted all rights and control over the ticket inventory and ticketing processes (including, without limitation, presales and other sales mechanisms).
- E. There will be no alteration of scaling such as "Premium" or "Platinum" without the mutual agreement of both the Venue and the Artist. In a case where price alteration does occur, additional ticket revenue will be divided evenly (50%/50%) between the Venue and the Artist.
- F. Venue may, at its discretion, offer group discounts of up to 20%.
- G. Venue may, at its discretion, offer two-for-one tickets to this to its season ticket holders.
- H. Venue may, at its discretion, offer discounts of up to 50% to the public through its ticket service provider.
- I. Venue may, at its discretion, offer discounts of up to 50% to the public through internet distribution serves such as, but not limited to, Groupon, Goldstar, Living Social, etc.

IV. Production.
- A. This offer is predicated on the fact that visiting production will be using in-house production at the Pacific Amphitheatre as described on the production page of the web site: pacamp.com/production
  1. Username: pacamp
  2. Password: production
- B. Any additional gear required will be at the sole expense of the Artist. This includes, but is not limited to: backline, transportation, additional riser(s), musicians or additional talent, hotel accommodations, video, etc.
- C. Any labor required to make (strike and restore) changes to existing truss system is at the sole expense of the Artist.
- D. Artist is welcome to bring additional production equipment, such as monitor systems, FOH console(s), lighting console(s), and additional lighting fixtures to be added to the pre-existing truss system. The cost of setting up additional equipment is the sole responsibility of the Artist.

EXHIBIT A – SCOPE OF WORK (CONT.)

E. If seats are killed as a result of any gear that is brought in specifically for a Pacific Amphitheatre performance, the artist will be charged back the face value of the killed seats plus any refund amount required to relocated guests who have purchased seats that must be killed.
F. Front of stage barricades cannot be added after the performance goes on sale to the public.
G. The house nut includes two trucks of production. Any number beyond that will be charged $2,000.00 per truck.
H. There is a $5,000.00 origination fee, plus any IATSE Local 504 labor costs, to video record the performance

V. Safety & Security.

A. The safety and security of everyone in attendance at any performance at the Pacific Amphitheatre is of premiere consideration.
1. Non-performers and/or non-stage crew members may not congregate and/or view the performance from the stage, the stage wings, or any other production area.
2. Every person entering the backstage area must expect to be screened (metal detectors included) before entering.
3. Every person entering the backstage area must expect to be identified as someone who belongs in the backstage area. And, every person granted access must wear visible identification and/or credentials demonstrating access has been verified.
   a. Those not wearing identification will be stopped by backstage security until access can be verified.
4. In order to maximize performer and crew safety, performer sponsored meet & greets will not be permitted in the backstage area. The venue will work toward the creation of an area outside the backstage area, adjacent to the venue, where performers may meet with guests. Holding meet & greets before venue doors open to the public can go a long way toward fulfilling this request.
   a. Artist will be charged back for any onsite VIP upsell opportunity which requires venue resources. This includes, but is not limited to, staffing, equipment and space. If this is not part of the performance agreement, a separate written agreement must be in place before resources can be applied.
   b. Any meet & greet must be advanced with the production well in advance (minimum of two weeks) of Artist's arrival at the venue
   c. For every five Artist upsell guests, the venue will be granted one additional guest with all the same opportunities as paying guests.
5. Every person entering the backstage production work areas (this includes all areas backstage other than the Artist dressing rooms and Artist dressing room compounds) must wear closed toe shoes and any other protective gear necessary for their function.
6. Every local and visiting crew member must adhere to all safety procedures and use appropriate protective gear at all times.

VI. Merchandise.

A. Venue sells merchandise at a 70/30 split on non-copyright material, and 90/10 on copyright material.
B. Venue may, at its discretion, sell Venue-branded merchandise side by side with Artist merchandise. All revenue from such sales will remain with the Venue.

VII. Catering.

A. Catering is capped at $4000 versus the cost of band touring personnel staff for meals and dressing rooms, whichever is lower. Lunch and dinner is provided for visiting production as per the production website. Any catering beyond these parameters will be at the sole expense of the Artist. Alcohol and tobacco products will not be provided, nor will runners be available to secure these items.
1. Alcohol may be purchased in advance through the venues Master Concessionaire.
2. Alcohol will not be permitted in any area identified as a production area. This is essentially the stage and the entire backstage area other than Artist dressing rooms and the confined space in front of the Artist dressing rooms.
   a. These areas are restricted to essential personnel only.
   b. For the safety and security of the Artist, Artist staff and crew, local staff and crew, the viewing guests and everyone associated with the performance, this area will be monitored by in-house security to ensure proper access.
   c. California State law will be strictly enforced.
   d. The intent is to maintain the full integrity and safety of the production area.

VIII. A. You hereby represent and warrant that you have the full power to enter into this agreement on behalf of the Artist, that the delivery and performance of this Agreement by Artist has been duly authorized, and that the exploration of the rights of The Pacific Amphitheatre / OC Fair & Events Center as permitted herein shall not violate or infringe upon the rights of any other person.

05/21/21

Talent Buyer Date Artist Agent Date

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #:	5790-72	$85,000.00
	5220-72	$ 2,500.00

PAYMENT PROVISIONS:

To pay Contractor a total not to exceed amount of EIGHTY SEVEN THOUSAND FIVE HUNDRED DOLLARS ($87,500.00) ($85,000.00 FLAT plus $2,500.00 backline buyout) upon satisfactory completion of services herein required on Wednesday, August 11, 2021.

The District is not obligated to make any payment to Contractor under the Agreement unless and until Contractor completes all of the work required in this Agreement by Wednesday, August 11, 2021, to the satisfaction of the District.

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Wednesday, August 11, 2021, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL:**
   This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
   No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
   Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
   Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
   The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR*:***
   Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:
During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:
Time is of the essence in this Agreement.

13. COMPENSATION:
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:
The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE BASED OFF THE SCOPE OF WORK)

CCC-04/2017 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS:
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST:
Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Current State Employees (Pub. Contract Code §10410):
1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):
1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE:
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

6. RESOLUTION:
A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION:
Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:
This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES
Each party shall make best efforts to adhere to all starting and ending times as indicated on the contract face.

CURFEW
There is a strict 10:00 pm curfew in effect unless an extension of curfew is approved in writing by the Chief Executive Officer of the District prior to the performance. If this curfew is not adhered to, Contractor may be liable and subject to litigation and fines by the State of California for breach of contract.

PAYMENT
Contractor shall be paid by District check in the amount specified in this agreement immediately upon completion of performance. District shall have no obligation to pay Contractor under this Agreement unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement. At least ten (10) days prior to performance date, Contractor shall submit to District an accurately completed and signed State of California Std. 204 ("Payee Data Record"). Contractor may be subject to applicable California State *non-resident entertainer* withholding taxes by the State of California Franchise Tax Board (FTB). Contractor acknowledges and agrees District is **required** to withhold seven percent (7%) of payments to *nonresident* bands, orchestras, plays, dance teams, circuses, and other performing entities if all payments by the District to Contractor exceed $1,500 for the calendar year. A waiver or reduced amount of withholding can be *initiated by the non-resident entertainer*, using Franchise Tax Board forms. For access to the applicable forms, and for further information, refer to the State of California Franchise Tax Board website, www.ftb.ca.gov and search "Nonresident Entertainment Withholding Procedures." Additional references for information can be found at www.ftb.ca.gov, www.ftb.ca.gov/forms/2008/08_1017.pdf and www.ftb.ca.gov/forms/2012/12_1017.pdf.

Contractor acknowledges and understands that in the event Contractor fails to furnish a completed and signed Payee Data Record to the District prior to the Artist's performance date, the District is required to deduct the *nonresident* seven percent (7%) withholding from Contractor payment. The District is unable to reissue payment checks the day of performance. If Contractor subsequently provides the Payee Data Record to the District showing Contractor is a California resident, the District shall issue a check in the amount of the difference owed and paid Net 10.

PUBLIC ACCESS TO FACILITY
The facility will be open to the public approximately 60 minutes prior to the start of the show. There shall be no exceptions to these stated times. These requirements are necessary to meet safety and crowd control procedures set by the State of California Fire Marshal and the Orange County Sheriff's Department.

DECIBEL LEVEL
Contractor shall comply with all decibel and sound level requirements as detailed in Exhibit F – Pacific Amphitheatre Decibel Level and Sound Covenant.

MEDIA – WEB SITE
The District requests that the Contractor place specific information about the OC Fair on the Artist website only if agreed to by the Artist. Information may include the contracted entertainer's name, date, time of performances at the OC Fair, and a web-link to OC Fair website (www.ocfair.com).

MEDIA – INTERVIEW
The District also requests that the contracted Artist consent to at least one fifteen (15) minute promotional interview with a local radio station, to be selected by the District only if agreed to by the Artist, in advance of their performance at the OC Fair. Please contact the District's Communications Department at (714) 708-1543 to coordinate the interview. The foregoing is subject to Artist's prior approval and availability subject to Artist's management prior approval.

MEDIA – VIDEO
Local affiliates of national television networks, upon issuance of proper District press credentials and prior written approval of Artist's representative, may be allowed to videotape up to three (3) minutes of performance for non-commercial news purposes only and subject to advance with Artist's management. The District actively discourages all non-legitimate videotaping activity.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

MEDIA – STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials subject to Artist's management prior written approval, may be allowed to photograph a portion of the performance at Artist's discretion for local, non-commercial review purposes only, subject to Contractor's approval. The District actively discourages all non-legitimate use of still photography.

SOUND AND LIGHTS

Contractor agrees to use District-provided sound and lighting equipment, except as otherwise provided on the Contract face. District will provide industry standard sound and lighting equipment.

Ray Woodbury of RK Diversified Entertainment Inc. is the Production and Lighting contact:
(909) 821-3157
ray@rkde.net

Gary Hardesty of Sound Media Fusion is the contact regarding specifics for audio systems and dB level limitations:
(818) 482-0193 audiomicro@aol.com

RENTAL EQUIPMENT

The District will upon request, arrange for an independent company to rent any equipment to Contractor that may be required by Contractor in connection with Contractor's performance under this Contract; provided, however, the District will not be responsible for payment of rental equipment, unless otherwise specifically stated in the Contract or as mutually agreed upon in advance.

HOSPITALITY

The District will provide meal service chosen from a District determined menu. District will use Artist's contract rider as a guide, but will be the final determiner of the meal that is served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e. tour bus food service) may be requested by the Artist at the Artist's expense from the on-site caterer. Catering itself will be capped at $3,500.00 versus the cost of Artist's touring personnel staff for meals and dressing room riders, whichever is lower. After show food and bus stock is not provided. The District will not provide alcohol, tobacco, vape and cannabis products, nor will runners be available to secure these items. The OC Fair is a smoke-free event and the use of tobacco, vape and cannabis therein is strictly forbidden. (See attached Exhibit G – OCFEC Procedures)

Unless contracted, costs associated with the tour itself, including, but not limited to such items as hotel accommodations, travel fares, ground transportation, freight costs and backline are the financial responsibility of the Contractor.

Unless contracted, personal Contractor needs, including, but not limited to such items as massage, health care professionals and hairstylists are the financial responsibility of the Contractor. Runners are available on the performance day only and within a 15 mile radius.

MERCHANDISING

All merchandise sales are subject to a commission payable to the District. In the event any merchandise will be sold, please contact the District's Production Office. The Artist/Contractor shall provide the District with advance notification of Artist/Contractor's intent to sell merchandise. Unless otherwise indicated on the Contract face page, merchandising sales are subject to 70%/30% split less tax with the venue selling the merchandise. CD sales will be subject to a 10% commission payable to the District. All merchandise sales are subject to these commission rates or as stated in the face of the Contract. Contractor will be responsible for paying sales tax and, in all instances, the foregoing split shall be paid after deduction of tax.

The District will provide adequate point(s) of sale to be advanced and mutually agreed. If the District is to provide individuals to handle sales transactions, notification to the District MUST be in advance or the District may be unable to provide individuals to handle the sales transactions. In addition to any commission due and owing to the District under the provisions of the Paragraph, Contractor is responsible for all salaries, fees, costs, and expenses incurred by the District in providing personnel responsible for the merchandising sales transaction.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

SPONSORSHIPS

District sponsorships shall not be excluded by Artist/Contractor's sponsorship commitments. District sponsor signage shall be used throughout the venue. District agrees the signage for District's sponsors will not imply or suggest Artist/Contractor endorses the sponsor, its products, or services. Each party shall not receive any revenues from the other party sponsorship agreements. Artists/Contractor's sponsorship signage may be used only upon the prior written consent of the District, not to be unreasonably withheld. Each party shall notify the other party of any potential conflicts related to sponsorships to the extent it is made aware.

The Amphitheatre is eligible for two sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Amphitheatre. The District retains the right to have title and presenting sponsor banners located throughout the Amphitheatre, including the stage area. Such sponsorships shall not interfere with Artist's performance area.

INSURANCE

If Artist's performance involves the active participation of the audience in the act or any hazardous activity is part of the entertainment act, including, but not limited to, pyrotechnics, Contractor shall notify the District and meet all requirements for General Liability coverage as required by the California Fairs Services Authority prior to the performance. No indemnification, hold harmless or additional insured certificate will be provided to Contractor by the District.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers Compensation Insurance for Contractor and Contractor's employees in the amounts and to the extent required by law.

To the extent required by law, Contractor will comply with Section 3700 of the California Labor Code, which requires every employer be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code immediately upon hiring any employee and before commencing the performance of this Agreement.

INDEMNIFICATION

Purchaser and Producer agree to indemnify, defend and hold harmless each other and their officers, employees and agents from and against any liability, loss, expense (including reasonable attorneys' fees) or claim for injury or damages arising out of the performance of this Agreement, but only to the extent resulting from the negligence or willful misconduct of the indemnifying party, its employee or representatives.

MISCELLANEOUS

The performance may be emceed (i.e. "welcomed by") a local market radio station personality, which shall be selected by the District subject to Artist's management approval; however, Artist shall have the right to pre-approve any references to be made with respect to Artist. In no way shall this be considered a "co-promotion" or "presented by" situation. The Contractor will be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall provide materials, including biographical information and photographs, at Artist's management discretion to the District for use in District's promotional and advertising material.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

CONFLICT OF LAWS OR TERMS

NOTWITHSTANDING ANYTHING IN THE ATTACHED ARTIST AGREEMENT, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA BOTH SUBSTANTIVE AND PROCEDURAL AND IN THE CASE OF CONFLICT BETWEEN THE DISTRICT/STATE AGREEMENT AND ARTISTS AGREEMENT, THE DISTRICT/STATE AGREEMENT SHALL PREVAIL IF THE PARTIES CAN NOT MUTUALLY AGREE UPON A RESOLUTION OF THE CONFLICT AND ONLY TO THE EXTENT NECESSARY TO ELIMINATE SUCH CONFLICT.

MOST FAVORED NATIONS

The terms of this Agreement shall be on a most favored nations basis with all other artists performing at the OC Fair in the year of Artist's Performance(s).

FORCE MAJEURE CLAUSE

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, destruction of the Pacific Amphitheatre or the destruction of District's facilities such that the OC Fair is cancelled 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 any performance and neither party shall have any further liabilities and/or obligations in connection therewith. In the event of a multiple show engagement, if such an occurrence shall occur necessitating the cancellation of any show(s), then the Contractor shall be paid on a prorated basis for shows(s) performed.

CONTRACTOR'S POWER AND AUTHORITY

Contractor has the authority to enter into this Agreement and to furnish the services of Artist in connection with the terms and conditions contained herein. If the Artist is not signing and contracting in own name to perform the entertainment services, then the business entity that is signing and contracting to provide the services of the Artist shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation *"f/s/o"* (for the services of) and immediately followed by the name of the performing Artist(s) on the preprinted blank line on the first page.

-End Exhibit E-

EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT

The following limitations on sound generated by events in the Pacific Amphitheater as detailed in Paragraph A below have been established pursuant to litigation in the case of Orange County Fair Preservation Society v. 32nd District Agricultural Association, Orange County Superior Court No. 30-2012-00538751 and cannot be exceeded under any circumstances. Further, in support of the standards in Paragraph A below, the District maintains decibel maximums for sound generated by events as witnessed by listening tests and measurements at various locations within the District property and surrounding housing areas. These restrictions are detailed in Paragraph B below. By entering into the Agreement to provide entertainment at the Pacific Amphitheater, the Contractor specifically agrees to abide by these limits and the directives of the designated Sound Monitor or other designee.

A. Sound Level Standards

Sound Level Standards	
Location of Measurement:	Sound Level:
Residential neighborhoods (housing areas) adjacent to the OC Fair & Event Center	55 dB(A)

The sound levels emanating from the Pacific Amphitheaters shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

B. District-Required Sound Level Requirements

Sound Level Standards	
Location of Measurement:	Sound Pressure Level:
The surrounding housing areas	55 dBA
Pacific Amphitheatre Front of House	100 dB, no weighting

The sound levels emanating from the Pacific Amphitheater shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour, as measured in the housing areas; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour, as measured in the housing areas ; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour, as measured in the housing areas ; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT (CONT.)

Note that the Front of House sound system, stage monitors and band instruments, are all contributors to the environmental noise and fall under this agreement, separately and/or in combination.

Contractor shall be bound by this Decibel Level and Sound Covenant and shall at all times during any pre-concert sound checks and the concert itself, operate within the sound level restrictions. Listening tests and random readings will be taken by the District throughout sound check and performance and Contractor will be advised by the District immediately in the event of any violation(s), whether the violation is based on a housing area listening test (based on the sole professional judgment of the District), a measurement, a complaint, or a combination thereof. Contractor agrees that upon discovery or notification by either the designated Sound Monitor or other designee of any occurrence of sound level exceedance, Contractor shall upon notice by the District immediately adjust the sound level to come into compliance with sound level specifications. The determination of sound level exceedance is at the sole discretion of the District's designated Sound Monitor or other designee.

The Contractor is advised that in the event of any repeated violation(s) of these standards after notice to Contractor, the Contractor may be subject to fines and/or penalties by public agencies other than the District, including federal, state, and/or local governmental or regulatory agencies.

In the event of repeated violations after notice to Contractor, the District may require the Contractor to immediately cease performance.

-End Exhibit F-

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES

PROCEDURE FOR: Visiting Production Management staff and their employees wearing identification in the Pacific Amphitheatre and back stage.

PPE (Personal Protective Equipment): Closed-toe shoes and steel toe work shoes/boots where appropriate and other PPE as required by task and OSHA guidelines.

Purpose: To ensure all visiting production management staff and their employees are properly wearing identification.

Procedure: 0006

1. In advance of any OCFEC show or concert, the visiting production company management must provide the OCFEC house production management with a complete list of all production company employees.

2. The OCFEC house production management team will provide the list of all production company employees to the OCFEC Pacific Amphitheatre back stage security manager, along with the corresponding number of single day passes/silks for that day.

3. The OCFEC security employees will verify the identification of all production company employees entering the OCFEC facility, check each production company employee of the pre-printed list of authorized personnel once that employee enters the facility, and provide that employee with a silk. OCFEC security employees will verify the identity and access authorization of each production company employee at the security checkpoint at the top of the Pacific Amphitheatre load in ramp. (see OCFEC Pacific Amphitheater Loading Ramp Access Procedure)

4. All visiting production team members must wear OCFEC approved and supplied identification on the upper left chest area, and the identification must be highly visible at all times. (typically single day pass/silk)

5. If an individual at the OCFEC security checkpoint are not on the approved list, OCFEC security will contact the visiting production manager. The visiting production manager must visually verify identification and entry authorization for the visiting production manager's employee before the OCFEC will grant that employee access, add that employee's name to the access list, or provide that employee with a single day pass/silk.

6. Visiting production team members that do not wear identification as required in this policy will be asked to leave, or may be escorted from, the Pacific Amphitheatre.

7. If any visiting production company's employee violates OCFEC procedures, including this OCFEC Production Staff Identification Procedure, OCFEC management will ask the visiting production company's representative to permanently replace that employee.

8. Continued lack of support for, or adherence to, OCFEC procedures, including this OCFEC Production Staff Identification Procedure, may result in the cancellation of the contract between the OCFEC and the visiting production company.

9. This procedure will be added to all contracts as an attached addendum.

PROCEDURE FOR: Pacific Amphitheatre Stage use by artists/band members.

PPE (Personal Protective Equipment): None.

Purpose: To ensure the safe use of the Pacific Amphitheatre Main Stage.

Procedure: 0007

1. The use of the main stage is restricted to artists and band members.

2. Public/guests will not be allowed on stage or on stage wings, singular or as a group.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

3. If an artist has a want/need to bring an individual on stage during a performance, the artist must make a written request to the OCFEC at least four hours before the artist's scheduled performance, identifying the individuals and explaining why those individuals require stage access.

4. OCFEC management, Security Manager or Entertainment Director will review the Stage Access Request and the OCFEC management, Security Manager or Entertainment Director will determine, in his or her discretion, whether to grant the requested access after considering all OCFEC safety protocols. While the OCFEC recognizes that stage invitations may be spontaneous, the OCFEC must be provided with prior written notice to ensure the safety of its employees and patrons.

5. This procedure will be added to all contracts as an attached addendum.

PROCEDURE FOR: Pacific Amphitheatre Back Stage Hospitality/Green Room Alcohol Consumption.

PPE (Personal Protective Equipment): None.

Purpose: To ensure alcohol service and consumption is consistent with the OCFEC's Master Concessionaire's liquor license rules and regulations.

Procedure: 0008

1. All alcohol service at the OCFEC must be through the OCFEC's Master Concessionaire at a cash or host bar, and staffed by trained OCFEC or Master Concessionaire employees.

2. Each individual that wants to purchase or consume alcohol in the Pacific Amphitheatre back stage area, including the hospitality room, must be wearing an OCFEC wristband. To obtain an OCFEC wristband, the individual must provide legal identification and verify that he or she is the legal drinking age (21 years or over). The individual must wear the OCFEC wristband on his or her right wrist. Artists and band members performing at the OCFEC that are over the legal drinking age (21 years or over) are not required to comply with the wrist band requirement under this policy.

3. Alcohol consumption in the Pacific Amphitheatre's back stage area will be restricted to the Green Room back of house area, as identified in the attached facility map.

4. OCFEC Security personnel will be appropriately posted to enforce the area procedure. "No Alcohol Beyond this Point" signs will be posted.

5. Artists and band members will be allowed to consume their own alcohol within the confines of their dressing room and the performance area.

6. This procedure will be added to all contracts as an attached addendum.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

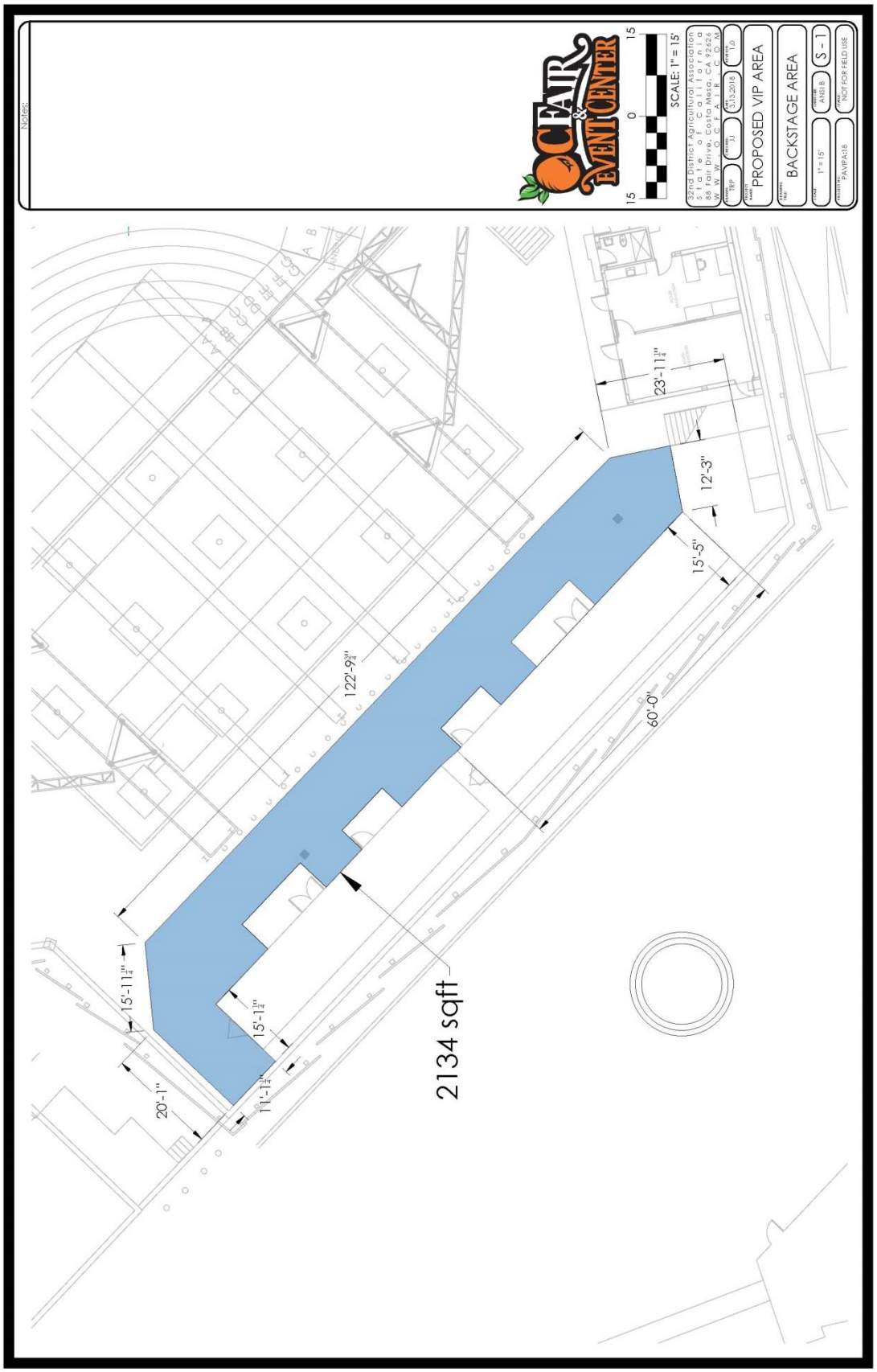


EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

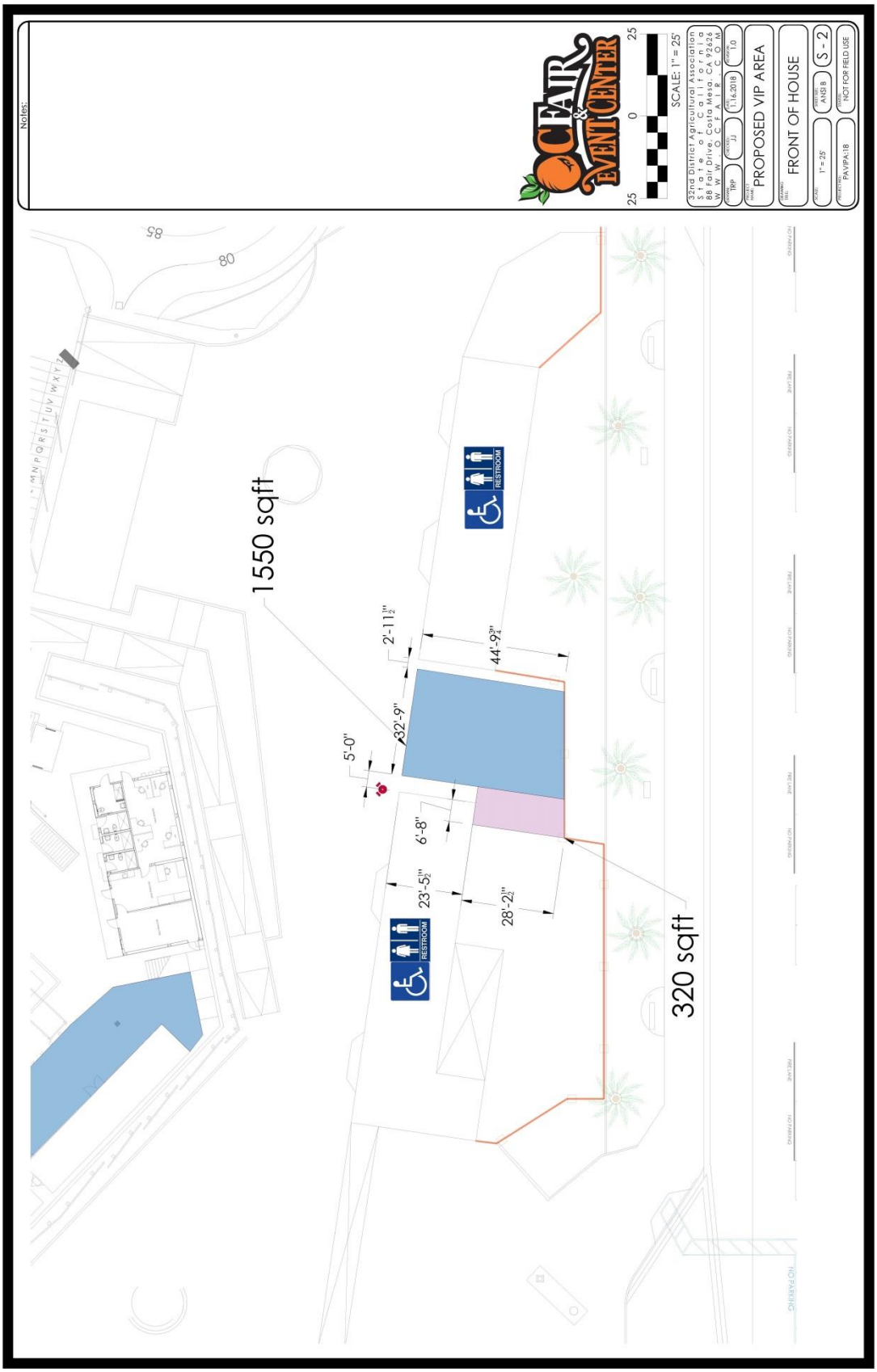


EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

PROCEDURE FOR: The use of Pacific Amphitheatre VIP area and Meet & Greets.

PPE (Personal Protective Equipment): None.

Purpose: To ensure alcohol service and consumption remains in accordance with Master Concessionaire's liquor license rules and regulation.

Procedure: 0009

1. Access to this area is restricted to VIPs, a list will be provided by the visiting Production Manager to OCFEC Pacific Amphitheater Security Manager and Director of Entertainment. (per attached layout)

2. OCFEC security will be posted at the entrance to the VIP area to verify customers' identification and check them off the list.

3. If customers checking in with security are not on the approved list OCFEC security will contact the visiting Production Manager who must physically come to the VIP area for the approval of a person being added to the list.

4. All alcohol service at the OCFEC must be through the OCFEC's Master Concessionaire at a cash or host bar, and staffed by trained OCFEC or Master Concessionaire employees.

5. Each individual that wants to purchase or consume alcohol in the Pacific Amphitheatre back stage area, including the hospitality room, must be wearing an OCFEC wristband. To obtain an OCFEC wristband, the individual must provide legal identification and verify that he or she is the legal drinking age (21 years or over). The individual must wear the OCFEC wristband on his or her right wrist. Artists and band members performing at the OCFEC that are over the legal drinking age (21 years or over) are not required to comply with the wrist band requirement under this policy.

    - Below are examples of Meet & Greets and VIP:

    a) Small (10 – 30 people) - meet & greet with performer(s), performer guests and Fair guests. Usually involves a photo op and sometimes a corresponding signing. Venue guests will queue at a pre-designated spot and meet with the performer one-by-one. Performer guests are generally taken first and often from a different line. Alcohol is not served but guests may purchase alcohol in the concourse. Small meet & greets can be in Orchestra pit/ramp area or other non-backstage area as appropriate or in VIP area.

    b) Medium (31 -49 people) - meet & greet with performer(s), performer guests and Fair guests. Some performers are more open to the M&G option and therefor more people could be in attendance. Same basic format as above. Alcohol is not served but guests may purchase alcohol in the concourse. Medium meet & greets can be in Orchestra pit/ramp area or other non-backstage area as appropriate or in VIP area.

    c) Large (50 – 100 people) "VIP" Upsell meet & greet – fans can purchase the experience either through the performer site, or they can be built into the ticket price. Generally involved a line-up like above but with a lot more people. Experience may also include merchandise and/or a sound check option. Alcohol is not served but guests can purchase alcohol in the concourse. Large meet & greets can be in Orchestra pit/ramp area or other non-backstage area as appropriate or in VIP area.

    d) Large (75 – 150 people) "VIP" meet & greet. This could be an upsell or just friends of the band. This is a gathering more than a funnel of people coming and going. There is typically alcohol involved and the duration is longer than a meet and greet. Depending on the nature of gathering, it could include merchandise or other benefits. These meet & greets will be in VIP area.

6. Meet and greets will be coordinated by the assigned OCFEC Event Coordinator, said coordinator will work with OCFEC Pac Amp security manager and staff. All guests will be on the lists provided.

7. All guests will be given a specific color meet and greet wristband, sticker or other distinguishable identification.

8. The event coordinator will ensure the guests are escorted in and out.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

9. This procedure will be added to all contracts as an attached addendum.

PROCEDURE FOR: Access to the Pacific Amphitheatre through Loading Ramp Security Checkpoint.

PPE (Personal Protective Equipment): None

Purpose: To ensure that all persons and vehicles accessing the Pacific Amphitheatre via the Loading Ramp located on the *West* or *3rd Base* side of the Pacific Amphitheatre are in possession of the appropriate credential, pass or identification card required for entry.

Procedure: 0011

1. Before and during the review of all required access credentials, passes or identification cards, OCFEC security staff shall assure that the Loading Ramp gate remains closed until all steps below are completed.

2. Upon arrival at the OCFEC Pacific Amphitheatre Loading Ramp Security Checkpoint, all guests, whether on foot or in a vehicle, must present to OCFEC security the appropriate credential, pass or identification card for inspection. If no credential, pass or identification card is presented, access will be denied.

3. OCFEC security staff shall contact and coordinate with the Pacific Amphitheatre Production Manager to assist any individual without an appropriate credential, pass or identification card that claims a need to access the Pacific Amphitheatre loading dock area for an authorized purpose. The Pacific Amphitheatre Production Manager must visually confirm the identity of the individual requesting access before granting that access.

4. If an individual presents an acceptable credential, pass or identification card for inspection, or if the Pacific Amphitheatre Production Manager or visiting Production Manager has approved access, the individual, along with his or her belongings, must pass a security inspection to prevent any dangerous, hazardous or other prohibited items from entering the venue. Security inspections include, but are not limited to: Bag or other personal item inspection, walk-thru metal detection devices, and additional hand-held metal detecting devices.

5. After the Pacific Amphitheatre Production Manager or visiting Production Manager has inspected the individual's credential, pass or identification card and approved entry, and after the individual has successfully passed through the Loading Ramp Security inspection checkpoint, that individual will be required to sign and date the Guest Log. **Additional information such as "who authorized entry" shall be confirmed and recorded if guest was not found to be on the pre-authorized guest list.*

6. After the individual has entered the venue on foot or in a vehicle via the Loading Ramp, OCFEC security staff will assure that the Loading Ramp gate is then re-secured to prevent unauthorized access.

7. This procedure will be added to all contracts as an attached addendum.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

ACKNOWLEDGEMENT FORM

NAME OF PROCEDURE(S):

0006 Visiting Production Management staff and their employees wearing identification in the Pacific Amphitheatre and back stage.

0007 Pacific Amphitheatre Stage use by artists/band members.

0008 Pacific Amphitheatre Back Stage Hospitality/Green Room Alcohol Consumption.

0009 The use of Pacific Amphitheatre VIP area and Meet & Greets.

0011 Access to the Pacific Amphitheatre through Loading Ramp Security Checkpoint.

Date trained:_____ Initial:_____

I _____ have read, understand and will follow the above procedure(s).

Signature:_____

-End Exhibit G-

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

V06042020

1. **SCOPE**
As a result of the worldwide COVID-19 pandemic, the 32nd District Agricultural Association (OCFEC) implemented numerous essential protocols and procedures to protect OCFEC staff, renters, event promoter/producer employees, exhibitors, vendors, contractors, subcontractors, volunteers and members of the public. These protocols and procedures do not supersede or replace any existing orders issued by local governments, the State of California or the Federal Government. The protocol and procedure guidelines (COVID-19 Guidelines) apply equally to all organizations and persons doing business on OCFEC property, both public and private, and all event types, commercial, trade or other, hosted at the OCFEC.

2. **SICK, ELDERLY AND VULNERABLE PERSONS**
Anyone who feels sick should remain at home. In addition, high-risk persons who are over 65 years of age, or anyone with chronic illness or underlying medical conditions, should continue to follow recommendations to stay at home and limit public interaction.

3. **PHYSICAL DISTANCING IN THE WORKPLACE**
Physical distancing of a minimum of six (6) feet should be maintained between customer-facing employees and the general public, and – to the extent practical – between employees in the field or at employee workstations. Where isolation of employees in the field or at employee workstations is impractical, face coverings must be worn without exception.

4. **HANDWASHING, PERSONAL PROTECTIVE EQUIPMENT, AND TESTING**
Renters, event promoters, event producers, exhibitors, vendors, and their respective contractors, subcontractors and volunteers (collectively, “Business Partners”) conducting business at the OCFEC must require all customer-facing employees to either wash their hands or use hand sanitizer every thirty minutes, or wear disposable gloves which are to be changed as frequently as specified by guidelines established for each applicable job assignment. Face coverings must be provided to all employees.

Before starting a shift, all OCFEC employees and all Business Partner employees, must have their temperatures taken and documented, and individual(s) will not be permitted to remain at work if the temperature reading exceeds 100.4 degrees (°) Fahrenheit. Affected individual(s) may only return to work after registering and documenting their temperature reading below 100.4° Fahrenheit for seventy-two (72) consecutive hours.

All OCFEC event attendees, before entering OCFEC premises, must have their temperatures taken and documented. Any OCFEC event attendee with a temperature reading above 100.4° Fahrenheit will not be permitted to attend the event and will be required to immediately leave the OCFEC premises. Paid admission/parking fee refunds will be subject to processing schedule.

All competitive professional and amateur sports participants, including youth sports participants, must be tested for COVID-19 at least one (1) week before the date of the scheduled competition, and will not be permitted to compete if the intended participant tests positive for COVID-19. If the intended participant tests positive for COVID-19, he/she will not be allowed to participate in any activities at the OCFEC until after (i) receiving a negative result on a subsequent COVID-19 test and (ii) satisfying the specified 14-day (or otherwise governmentally specified) COVID-19 quarantine period.

OCFEC Business Partners should make every effort to limit physical touch points at their respective places of business, including at the OCFEC. All OCFEC event promoters must significantly increase frequency of sanitation and disinfection measures at all workstations and equipment that come into contact with OCFEC employees and the general public. All OCFEC Business Partners must assess and identify the frequency of necessary sanitation and disinfection practices, and will review and agree upon a sanitation and disinfection schedule with the OCFEC.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

Face coverings and disposable gloves must be worn by all OCFEC Business Partner customer-facing employees. All OCFEC event attendees and visitors must wear appropriate face coverings. Physical barriers, if available, are preferred but not required as the general public will make the personal decision of whether to attend an event at the OCFEC and/or patronize an OCFEC Business Partner. For the benefit of the public, OCFEC employees and Business Partner employees, handwashing or hand sanitizing should be done as soon as possible following the handling of materials that come in contact with the general public.

5. **EVENT ATTENDANCE LIMITATIONS**

Attendance at all OCFEC events, including all move-in and move-out activities, must be limited at any given time, to no more than the current maximum attendance levels permitted by all applicable local and state orders or laws.

OCFEC Business Partners must establish and actively enforce measures to monitor and ensure attendance limitation compliance. If an OFCEC Business Partner fails to comply with event attendance limitations, the OCFEC in its sole and absolute discretion may cancel the event without notice and refer the matter to local law enforcement.

6. **OCFEC BUSINESS PARTNER COMPLIANCE**

OCFEC Business Partners shall make every effort to assure compliance with COVID-19 related mitigation requirements. If an OCFEC Business Partner fails to comply with these COVID-19 Guidelines, the OCFEC in its sole and absolute discretion may close non-compliant event spaces, exhibitor spaces or other such rental spaces, or may cancel the event without notice and refer the matter to local law enforcement.

7. **COVID-19 RELEASE AND WAIVER OF LIABILITY**

As consideration for being permitted to conduct event activities at the OCFEC, OCFEC Business Partners must acknowledge and agree to all COVID-19 Pandemic and related governmental orders, directives and guidelines, and forever release the 32nd District Agricultural Association, the State, California Fair Services Authority ("CFSA"), the County, the Lessor, and any fair affiliated organization, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner's employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner's participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.

8. **EVENT ORGANIZATION PROTOCOLS**

Each OCFEC Business Partner must submit event organization-specific COVID-19 related infection mitigation protocols and procedures for OCFEC review and approval no later thirty (30) days before the event's scheduled move-in date. The OCFEC reserves the right to reject any protocols and procedures that are in conflict with, or are less stringent than, the COVID-19 Guidelines. If the OCFEC rejects the OCFEC Business Partner's COVID-19 related infection mitigation protocols and procedures, the OCFEC Business Partner must resubmit revised infection mitigation protocols and procedures for review no less than fifteen (15) days before the event's scheduled move-in date. If OCFEC Business Partner fails to submit the COVID-19 related infection mitigation protocols and procedures on time, the OCFEC in its sole and absolute discretion may terminate the agreement and cancel the event without notice.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

9. **FURTHER ACTION AS NECESSARY**

The OCFEC reserves the right to modify these COVID-19 Guidelines as circumstances warrant. Specifically, the OCFEC recognizes that additional restrictions not reflected in these guidelines may be necessary to address the health and safety of certain populations depending upon their age or underlying health concerns, or otherwise to address medical issues as they arise.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

I HAVE CAREFULLY READ THIS AGREEMENT EXHIBIT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A CONTRACTUAL AGREEMENT BETWEEN MYSELF AND THE 32ND DISTRICT AGRICULTURAL ASSOCIATION, THE STATE, CFSA, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed on _____, 20____.

OCFEC BUSINESS PARTNER:

_____
Signature

_____
Address

_____
City State ZIP

-End Exhibit F-

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev. 03/2019)

R_____ A_____ F_____

AGREEMENT NUMBER
SA-091-21HB

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
MUSIC ZIRCONIA TALENT, LLC F/S/O DON'T STOP BELIEVIN'

2. The term of this Agreement is: **07/29/21** through **07/29/21** **FED ID:**

3. The maximum amount of this Agreement is: **$4,500.00**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work **– To provide "Don't Stop Believin" in The Hangar on July 29 at the 2021 OC Fair. See Page 2 for additional details.**	Pages 1 – 4
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 5
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 6 – 9
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 10 – 13
Exhibit E – Hangar House Rider (Insurance Requirements) (Attached hereto as part of this agreement)	Pages 14 – 18
Exhibit F – Covid-19 Infection Mitigation Protocol & Procedure (Attached hereto as part of this agreement)	Pages 19 – 21

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
MUSIC ZIRCONIA TALENT, LLC F/S/O DON'T STOP BELIEVIN'

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Michael Twombly, Owner

CONTRACTOR BUSINESS ADDRESS
5595 Magnatron Blvd. Ste A, San Diego CA 92111
(858) 598-7311 michael@musiczirconia.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Michele Richards, Chief Executive Officer or
Joan Hamill, Chief Business Development Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACT REPRESENTATIVES:

32nd District Agriculture Association
Name: Jeff Willson
Title: Entertainment Supervisor
Phone number: (714) 708-1878

Music Zirconia
Name: Michael Twombly
Title: Owner
Phone number: (858) 598-7311

CONTRACTOR AGREES:

Performance

1. To provide the performance group "Don't Stop Believin" on Thursday, July 29, 2021.
2. To perform one (1) show approximately 85 - 95 minutes in length on The Hangar stage beginning at 8:30 p.m.

Radius

1. The Hangar at The OC Fair has market exclusivity for this performance. No performance or advertising is allowed for events within a 30 mile radius (Southern Los Angeles, Inland Empire and Orange County) for 60 days prior to the performance date.

Press / Media

1. To refer to the performance venue as "The Hangar at the OC Fair" in all advertising and/or communications including, but not limited to, email, websites, social media outlets and print schedules.
2. To provide biographical, press release information, and current performer imagery as necessary.
3. To make band members available for media and/or promotional opportunities (see Exhibit E).
4. To promote this contracted event via Contractor email and mobile (if available) database(s), and web site.
5. All requests for press inclusion (written, photography, videography) at this performance event must be submitted to, and approved by, the OC Fair Communications Department.

Operations / Production

1. Advance performance with Doug Sturgis, the venue Production Manager, at doug@rkde.net.
2. The Hangar stage will be used by community performers during the day, in advance of this contracted performance. The stage will be clear and the venue vacated a minimum of three (3) hours in advance of the performance for load in, sound check and audience load in. It is imperative that Contractor arrive on time and prepared to facilitate load in and sound check during this short window of time.
3. Doors for the event are at approximately 60 minutes prior to the performance start time.
4. This contract is predicated on the fact that Contractor will be using in-house production as is. Any additional production expense will be financial responsibility of the Contractor. This includes, but is not limited to, backline, transportation of any kind, additional risers, musicians or extra talent, hotel accommodations, pyrotechnics, video, etc. (see Exhibit E).

Contractor Rider

1. The venue Production Manager will review any Contractor rider and attempt to make accommodations if possible, however the venue rider for The Hangar is incorporated into this contract and supersedes Contractor rider.

EXHIBIT A – SCOPE OF WORK (CONT.)

Merchandise

1. Contractor sells: District agrees to waive merchandise split.
2. Contractor must provide notification of merchandise sales a minimum of three days prior to the contracted date. Without this notification, there is no guarantee that merchandise tables, chairs, etc., will be provided.

Video Recording

1. Video recording of performances will only be allowed using simple hand-held devices such as cell phones. Tripods, high-resolution video cameras, multiple-camera recording positions, and other devices, for the purposes of this contract known as "professional video recording," will only be allowed with the permission of the OC Fair Entertainment Department. An origination fee of TWO HUNDRED FIFTY DOLLARS ($250.00) is required in order to receive permission to enlist professional video recording services or video equipment.
2. In cases where professional services are permitted, placement of any/all equipment is at the discretion of the venue Production Manager and may not, under any circumstances, interfere with the experience of customers at the event.
3. Contractor may order a live video feed recording of the performance captured by the District for a fee of TWO HUNDRED FIFTY DOLLARS ($250.00), requested through the OC Fair Entertainment Department. Such recordings will be provided to Contractor on a hard drive once payment is received (check or money order only). Contractor agrees to grant OC Fair the right to use recordings in whole or in part for promotional purposes.
4. If Contractor wishes to seek professional video recording services and to secure a live video recording from the District, a fee of THREE HUNDRED FIFTY DOLLARS ($350.00) is required.

Insurance

1. It is understood that this event includes the contracted performer only, and that there is no direct audience participation. If audience participation is to be included, the proper insurance must be arranged through OC Fair & Events Center Business Services.

Ticketing:

1. The District may, at its discretion, offer group discounts up to 20%.
2. The District may, at its discretion, offer two-for-one tickets to its season ticket holders
3. The District may, at its discretion, offer discounts of up to 50% to the public through its ticket service provider.
4. The District may, at its discretion, offer discounts of up to 50% to the public through internet distribution services such as, but not limited to, Groupon, Goldstar, Living Social, etc.

Other

1. The District reserves the right to terminate any contract, at any time, by giving the Contractor notice in writing at least thirty (30) days prior to the date when such terminations shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

EXHIBIT A – SCOPE OF WORK (CONT.)

2. The District's obligations are subject to Act of God, violent storms, riots, wars, labor difficulties, epidemics, and act or order by any public authority of any cause similar or dissimilar beyond the District's control, or in the event of the destruction of the Hangar or adjoining areas of the Fairgrounds by violent weather, fire, or national or local calamity or any unforeseen fulfillment of this Agreement by the District impossible and appearances of the Contractor impossible. If such an occurrence shall occur necessitating the cancellation of any show(s) which shall be mutually agreed upon between the District and the Contractor, then the Contractor shall be paid on a prorated basis for shows(s) performed. When one (1) show only is presented and condition(s) beyond the control of the Contractor and District which would prevent the start of the show at the scheduled time it is mutually agreed that the show can be delayed a maximum of 90 minutes to correct such condition and to present herein.

DISTRICT AGREES:

Payment

1. To pay Contractor a total not to exceed amount of FOUR THOUSAND FIVE HUNDRED DOLLARS ($4,500.00) upon satisfactory completion of work herein required. Payment will be made NET 10 and delivered via US Mail.

Operations / Production

1. To provide The Hangar stage, lights and sound. Backline is not included (see Exhibit E).
2. To provide box office, ticket takers, security, usher staff and concessions.

Accommodations

1. To provide a 10' X 20' dressing room trailer in the backstage area.
2. To provide a deli style meal, bottled water and soft drinks for eight band members, crew and management. Any catering beyond these parameters will be at the sole expense of the Artist (see Exhibit E).

Credentials

1. To provide complimentary parking and admission for band members, crew and management only.
2. To provide twenty (20) complimentary performance tickets upon request. Please request through venue Production Manager at hangarproduction@ocfair.com. Guest tickets include free admission to the OC Fair and the performance event, but do not include parking.

Event Marketing

1. To provide marketing, advertising and promotion as part of the 2021 OC Fair collateral material.

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5770-70

PAYMENT PROVISIONS:

To pay Contractor a total not to exceed amount of FOUR THOUSAND FIVE HUNDRED DOLLARS ($4,500.00) upon satisfactory completion of work herein required. Payment will be made NET 10 and delivered via US Mail.

Payment will be made by 32nd District Agricultural Association, State of California-issued check. As an agency of the State of California, the venue is not permitted to provide performance deposits in advance of the performance date.

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Thursday, July 29, 2021, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL:**
   This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
   No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
   Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
   Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
   The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR*:***
   Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:
During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:
Time is of the essence in this Agreement.

13. COMPENSATION:
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:
The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE BASED OFF THE SCOPE OF WORK)

CCC-04/2017 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS:
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST:
Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Current State Employees (Pub. Contract Code §10410):
1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):
1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE:
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

6. **RESOLUTION:**
   A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. **AIR OR WATER POLLUTION VIOLATION:**
   Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. **PAYEE DATA RECORD FORM STD. 204:**
   This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES
Performer, Artist, and Contractor (hereinafter referred to as "Contractor") shall adhere to all starting and ending times as indicated in this Agreement.

CURFEW
There is a strict 10:30 p.m. curfew in effect unless an extension of curfew is approved by the 32nd District Agricultural Association (hereinafter referred to as "District") prior to the performance. If this curfew is not adhered to, Contractor shall be liable and subject to litigation and fines by the State of California for breach of contract. These fines shall be one thousand dollars ($1,000.00) per minute for the first five (5) minutes and an additional ten thousand dollars ($10,000.00) for any period thereafter.

PAYMENT
Contractor shall be paid by District check upon completion of performance. There shall be no cash payments and no check cashing shall be authorized. Contractors who are non-residents of California will be subject to State withholding by the Franchise Tax Board at a rate of seven percent (7%) unless a Form 590 has been completed and returned to the District.

PUBLIC ACCESS TO FACILITY
The facility will be open to the public approximately 60 minutes prior to the start of the show. There shall be no exceptions to this stated time. This requirement is necessary to meet safety and crowd control procedures set by the State of California Fire Marshal and the Orange County Sheriff's Department.

DECIBEL LEVEL
Sound pressure levels must not exceed:

1. 85 dB, no weighting, averaged over a 5-minute period at directly backstage. Random readings will be taken throughout sound check and performance.
2. 95 dB, no weighting, averaged over a 5-minute period at FOH.
3. 55 dB, LEQ average in surrounding neighborhoods (distance is typically 1,000 feet or more from the Hangar FOH location).
4. If any one (1) of the above conditions is exceeded, regardless of compliance in the remaining areas, Contractor will be asked to reduce levels to comply.

House sound will include stage monitors. District Agrees to use Contractor's monitor system, at Contractor's request, at no additional cost to the District.

Contractor shall be bound by the sound covenant and shall at all times during any pre-concert sound checks and the concert operate within the sound restrictions. Contractor agrees that upon discovery or notification of any occurrence of sound level exceedance by either the District, or a designated sound monitor or other designee, Contractor shall immediately adjust the sound level to come into compliance with sound level specifications. If repeated sound level violations occur within concert performance after such notification, Contractor agrees to immediately terminate the concert.

In addition to the above terms, Contractor agrees that the District, in exercise of its discretion and judgment, retains all rights to adjust the sound level or terminate the concert performance as it may deem necessary to ensure compliance with the sound restrictions.

MEDIA - WEBSITE
The District requires that the Contractor place specific information about the contracted event at the OC Fair on its website. Information should include the entertainer's name, date, time of performance(s) at the OC Fair, and a web link to OC Fair website (www.ocfair.com).

MEDIA - INTERVIEW
The District also requests that the Contractor consent to at least one (1), fifteen (15)-minute promotional interview with a local radio station in advance of their performance at the OC Fair. Radio station to be selected by the District.

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

MEDIA - VIDEO
Local affiliates of national television networks, upon issuance of proper District press credentials and approval of Contractor's representative, shall be allowed to videotape up to three (3) minutes of performance for news purposes only. The District actively discourages all non-legitimate videotaping activity.

MEDIA - STILL PHOTOGRAPHY
Representatives of legitimate press organizations, upon issuance of proper District press credentials, shall be allowed to photograph a portion of the performance for review purposes only. The District actively discourages all non-legitimate use of still photography.

MEET & GREETS
The District requests that the Contractor participate in a pre-performance or post-performance meet & greet as arranged by the venue.

PRODUCTION
This contract is predicated on the fact that Contractor will be using in-house production as is. The District will provide The Hangar stage, lights and sound. Backline is not included. Approximately two (2) hours are allotted to set the stage and perform soundcheck.

Any additional gear required will be at the sole expense of the Contractor. This includes but is not limited to: backline, transportation, additional riser(s), musicians or additional talent, pyrotechnics, etc. Any labor required to strike and restore changes to existing truss system is at the sole expense of the Contractor.

The Contractor is welcome to bring additional production equipment, such as monitor systems, FOH console(s), lighting console(s), and additional lighting fixtures to be added to the pre-existing truss system. The cost of setting up additional equipment is the sole responsibility of the Contractor.

If seats are killed as a result of any gear that is brought in specifically for a Hangar performance, the Contractor will be charged back the face value of the killed seats plus any refund amount required to relocate guests who have purchased seats the must be killed.

SOUND AND LIGHTS
Contractor agrees to use District-provided industry standard sound and lighting equipment. Any other expense for gear and associated labor to install, strike or cause any other expense is at the sole cost of the Contractor.

RENTAL EQUIPMENT
The District may provide, but will not be responsible for payment of rental equipment, unless otherwise specifically stated in this Agreement.

HOSPITALITY
The District may provide meal service, when contracted, chosen from a District-determined menu. District will use Contractor's contract rider as a guide, but will be the final determiner of the meal that is served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e., tour bus food service) may be requested by the Contractor at the Contractor's expense from the on-site caterer. The District will not provide alcohol, tobacco, vape and cannabis products, nor will runners be available to secure these items. The OC Fair is a smoke-free event and the use of tobacco, vape and cannabis therein is strictly forbidden.

SPONSORSHIPS
The District's sponsorships will take precedence over Contractor's sponsorships. Contractors who have a sponsor will receive one-half (1/2) the number of signs, posters, impressions compared to the number of the District's sponsor. Contractor's sponsorship signage may be used only with District Management's approval. The District's CEO and sponsorship manager shall be notified prior to the signing of this Agreement of any potential conflicts related to sponsors. Contractors shall not receive any revenues from District sponsorships.

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

The Hangar is eligible for two (2) sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Hangar.

FORCE MAJEURE CLAUSE

The District's obligations are subject to Act of God, violent storms, riots, wars, labor difficulties, epidemics, and act or order by any public authority of any cause similar or dissimilar beyond the District's control, or in the event of the destruction of the Hangar or adjoining areas of the Fairgrounds by violent weather, fire, or national or local calamity or any unforeseen fulfillment of this Agreement by the District impossible and appearances of the Contractor impossible. If such an occurrence shall occur necessitating the cancellation of any show(s) which shall be mutually agreed upon between the District and the Contractor, then the Contractor shall be paid on a prorated basis for shows(s) performed. When one (1) show only is presented and condition(s) beyond the control of the Contractor and District which would prevent the start of the show at the scheduled time it is mutually agreed that the show can be delayed a maximum of 90 minutes to correct such condition and to present herein.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers' Compensation Insurance for its employees as required by law. Prior to date of performance, all performers shall submit to the District proof of valid Workers' Compensation Insurance coverage for all of their employees, unless performer has certified on Payee Data Record – STD. 204, that he/she is a sole proprietor and has no employees. It is mutually agreed that the District is relying upon the Contractor's specific representation and warranty that it has the proper Workers Compensation Insurance and that the Contractor will indemnify and hold harmless the District in the event it did not have the insurance.

Contractor further certifies that by signing this Agreement, Contractor will comply with such provisions under Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code immediately upon hiring any employee and before commencing the performance of this Agreement.

INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, and employees from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents).

COPYRIGHT INFRINGEMENT INDEMNIFICATION

Contractor warrants and represents that no musical, literary, or artistic work or other property protected by copyright will be performed, reproduced or used in the performance of this Agreement unless Contractor has previously thereto obtained written permission from the copyright holder or is otherwise exempt under 17 U.S.C. §§110:

"notwithstanding the provisions of Section 106, the following are not infringements of copyright:…

(6) performance of a nondramatic musical work by a governmental body or a nonprofit agricultural or horticultural organization, in the course of an annual agricultural or horticultural fair or exhibition conducted by such body or organization; the exemption provided by this clause shall extend to any liability for copyright infringement that would otherwise be imposed on such body or organization, under doctrines of vicarious liability or related infringement for a performance by a concessionaire, business establishment, or other person at such fair or exhibition, but shall not excuse any such person from liability for the performance."

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

Contractor acknowledges that Contractor acts under this Agreement as an independent contractor charged with the responsibility, in Contractor's sole discretion, for selection, performance, reproduction and use of such musical, literary and artistic works as contractor deems appropriate and that Contractor undertakes strict compliance with all laws respecting copyrights and the performance, reproduction and use of musical, literary and artistic works.

Contractor warrants that in the performance of this Agreement, Contractor will not infringe any statutory, common law or other right of any person in performing, reproducing or otherwise making use of any work or material. Contractor will indemnify, save and hold harmless the State and its agencies, including District, and their officers, agents, employees and servants from and against all claims, costs, and expenses (including legal fees), demands, actions and liability of every kind and character whatsoever with respect to copyright and the performance, reproduction and use of musical, literary and artistic works. Contractor authorizes the withholding of payment under this Agreement pending the final disposition of any claim which may result from the foregoing indemnification.

MISCELLANEOUS

The performance may be emceed by (i.e. "welcomed by") a local market radio station personality. In no way shall this be considered a "co-promotion" or "presented by" situation. Contractor shall be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall provide to the District any and all available materials, specifically to include biographical information, photographs, audio and/or video tapes (beta only) for District's use in promotional, collateral and advertising material for this event/performance.

All promotional, collateral and advertising material for the event will be developed and approved by the District. This material will be executed in a festival-style approach. All Contractor names including spelling, capitalization, and addendums must be designated in contracts. Changes cannot be made after the contract has been finalized.

Contractor will not have prior approval of any Fair-related promotional or advertising material. All Contractor guidelines must be outlined in contracts and will be incorporated as indicated.

No preferential changes of images provided by Contractor's management or publicity agents will be permitted unless provided image is no longer valid due to personnel changes.

CONTRACTOR COMPLIMENTARY TICKETS

The District will provide the Contractor with a reasonable number of complimentary concert tickets. The amount will be negotiated at the point of booking and any tickets past that amount must be purchased by the Contractor. Should the show carry a co-headliner, support or an opening act, that number will be reduced proportionately. Contractor's guests will be subject to a parking charge at the event. If available, the Contractor may purchase additional tickets through the OC Fair box office.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

PROFANE OR OBSCENE LANGUAGE

This is a State of California facility and all performances will be viewed by adults and children alike. The use of profane or obscene language or gestures will not be tolerated. Any display of such language or gestures by any contracted performer, their crew, or their representatives or associates while in the view or earshot of any Fair guest will be a finable offense subject to ONE THOUSAND DOLLARS ($1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

OFFENSIVE OR POLITICAL STATEMENTS OR PROPS

The display of offensive, political or controversial statements, slogans, flags (specifically the Confederate flag) or emblems as part of branding or decoration will not be tolerated. Any display by any contracted performer, their crew, or their representatives or associates while in the view of any Fair guest will be a finable offense subject to ONE THOUSAND DOLLARS ($1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.

CONFLICT OF LAWS OR TERMS

It is expressly understood and agreed that this Agreement shall be governed by the laws of the State of California both substantive and procedural. In the case of conflict between the District/State Documents and Contractor's Documents, the District/State Documents shall prevail if the parties can not mutually agree upon a resolution of the conflict.

CONTRACTOR'S POWER AND AUTHORITY

Contractor or Contractor's designee as signatory to this Agreement is empowered and has the authority to enter into this Agreement and bind Contractor to the terms and conditions contained herein. If the Contractor is not signing and contracting in own name to perform the entertainment services, then whatever business entity is signing and contracting to provide the services of the Contractor shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation "F/S/O" (for the services of) and immediately followed by the name of the performing Contractor on the preprinted blank line on the first page.

-End Exhibit E-

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

V06042020

1. **SCOPE**
As a result of the worldwide COVID-19 pandemic, the 32nd District Agricultural Association (OCFEC) implemented numerous essential protocols and procedures to protect OCFEC staff, renters, event promoter/producer employees, exhibitors, vendors, contractors, subcontractors, volunteers and members of the public. These protocols and procedures do not supersede or replace any existing orders issued by local governments, the State of California or the Federal Government. The protocol and procedure guidelines (COVID-19 Guidelines) apply equally to all organizations and persons doing business on OCFEC property, both public and private, and all event types, commercial, trade or other, hosted at the OCFEC.

2. **SICK, ELDERLY AND VULNERABLE PERSONS**
Anyone who feels sick should remain at home. In addition, high-risk persons who are over 65 years of age, or anyone with chronic illness or underlying medical conditions, should continue to follow recommendations to stay at home and limit public interaction.

3. **PHYSICAL DISTANCING IN THE WORKPLACE**
Physical distancing of a minimum of six (6) feet should be maintained between customer-facing employees and the general public, and – to the extent practical – between employees in the field or at employee workstations. Where isolation of employees in the field or at employee workstations is impractical, face coverings must be worn without exception.

4. **HANDWASHING, PERSONAL PROTECTIVE EQUIPMENT, AND TESTING**
Renters, event promoters, event producers, exhibitors, vendors, and their respective contractors, subcontractors and volunteers (collectively, "Business Partners") conducting business at the OCFEC must require all customer-facing employees to either wash their hands or use hand sanitizer every thirty minutes, or wear disposable gloves which are to be changed as frequently as specified by guidelines established for each applicable job assignment. Face coverings must be provided to all employees.

Before starting a shift, all OCFEC employees and all Business Partner employees, must have their temperatures taken and documented, and individual(s) will not be permitted to remain at work if the temperature reading exceeds 100.4 degrees (°) Fahrenheit. Affected individual(s) may only return to work after registering and documenting their temperature reading below 100.4° Fahrenheit for seventy-two (72) consecutive hours.

All OCFEC event attendees, before entering OCFEC premises, must have their temperatures taken and documented. Any OCFEC event attendee with a temperature reading above 100.4° Fahrenheit will not be permitted to attend the event and will be required to immediately leave the OCFEC premises. Paid admission/parking fee refunds will be subject to processing schedule.

All competitive professional and amateur sports participants, including youth sports participants, must be tested for COVID-19 at least one (1) week before the date of the scheduled competition, and will not be permitted to compete if the intended participant tests positive for COVID-19. If the intended participant tests positive for COVID-19, he/she will not be allowed to participate in any activities at the OCFEC until after (i) receiving a negative result on a subsequent COVID-19 test and (ii) satisfying the specified 14-day (or otherwise governmentally specified) COVID-19 quarantine period.

OCFEC Business Partners should make every effort to limit physical touch points at their respective places of business, including at the OCFEC. All OCFEC event promoters must significantly increase frequency of sanitation and disinfection measures at all workstations and equipment that come into contact with OCFEC employees and the general public. All OCFEC Business Partners must assess and identify the frequency of necessary sanitation and disinfection practices, and will review and agree upon a sanitation and disinfection schedule with the OCFEC.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

Face coverings and disposable gloves must be worn by all OCFEC Business Partner customer-facing employees. All OCFEC event attendees and visitors must wear appropriate face coverings. Physical barriers, if available, are preferred but not required as the general public will make the personal decision of whether to attend an event at the OCFEC and/or patronize an OCFEC Business Partner. For the benefit of the public, OCFEC employees and Business Partner employees, handwashing or hand sanitizing should be done as soon as possible following the handling of materials that come in contact with the general public.

5. **EVENT ATTENDANCE LIMITATIONS**

Attendance at all OCFEC events, including all move-in and move-out activities, must be limited at any given time, to no more than the current maximum attendance levels permitted by all applicable local and state orders or laws.

OCFEC Business Partners must establish and actively enforce measures to monitor and ensure attendance limitation compliance. If an OFCEC Business Partner fails to comply with event attendance limitations, the OCFEC in its sole and absolute discretion may cancel the event without notice and refer the matter to local law enforcement.

6. **OCFEC BUSINESS PARTNER COMPLIANCE**

OCFEC Business Partners shall make every effort to assure compliance with COVID-19 related mitigation requirements. If an OCFEC Business Partner fails to comply with these COVID-19 Guidelines, the OCFEC in its sole and absolute discretion may close non-compliant event spaces, exhibitor spaces or other such rental spaces, or may cancel the event without notice and refer the matter to local law enforcement.

7. **COVID-19 RELEASE AND WAIVER OF LIABILITY**

As consideration for being permitted to conduct event activities at the OCFEC, OCFEC Business Partners must acknowledge and agree to all COVID-19 Pandemic and related governmental orders, directives and guidelines, and forever release the 32nd District Agricultural Association, the State, California Fair Services Authority ("CFSA"), the County, the Lessor, and any fair affiliated organization, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner's employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner's participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.

8. **EVENT ORGANIZATION PROTOCOLS**

Each OCFEC Business Partner must submit event organization-specific COVID-19 related infection mitigation protocols and procedures for OCFEC review and approval no later thirty (30) days before the event's scheduled move-in date. The OCFEC reserves the right to reject any protocols and procedures that are in conflict with, or are less stringent than, the COVID-19 Guidelines. If the OCFEC rejects the OCFEC Business Partner's COVID-19 related infection mitigation protocols and procedures, the OCFEC Business Partner must resubmit revised infection mitigation protocols and procedures for review no less than fifteen (15) days before the event's scheduled move-in date. If OCFEC Business Partner fails to submit the COVID-19 related infection mitigation protocols and procedures on time, the OCFEC in its sole and absolute discretion may terminate the agreement and cancel the event without notice.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

9. **FURTHER ACTION AS NECESSARY**

The OCFEC reserves the right to modify these COVID-19 Guidelines as circumstances warrant. Specifically, the OCFEC recognizes that additional restrictions not reflected in these guidelines may be necessary to address the health and safety of certain populations depending upon their age or underlying health concerns, or otherwise to address medical issues as they arise.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

I HAVE CAREFULLY READ THIS AGREEMENT EXHIBIT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A CONTRACTUAL AGREEMENT BETWEEN MYSELF AND THE 32ND DISTRICT AGRICULTURAL ASSOCIATION, THE STATE, CFSA, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed on _____, 20____.

OCFEC BUSINESS PARTNER:

_____
Signature

_____
Address

_____
City State ZIP

-End Exhibit F-

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev. 03/2019)

R_____ A_____ F_____

AGREEMENT NUMBER
SA-044-21HB

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
MUSIC ZIRCONIA TALENT, LLC F/S/O GEORGE MICHAEL REBORN

2. The term of this Agreement is: **08/05/21** through **08/05/21** **FED ID:**

3. The maximum amount of this Agreement is: **$5,000.00 Inclusive of Potential Paid Ticket Bonuses (See Exhibit B for payment details)**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work **– To provide "George Michael Reborn" in The Hangar on August 5 at the 2021 OC Fair. See Page 2 for additional details.**	Pages 1 – 4
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 5
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 6 – 9
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 10 – 13
Exhibit E – Hangar House Rider (Insurance Requirements) (Attached hereto as part of this agreement)	Pages 14 – 18
Exhibit F – Covid-19 Infection Mitigation Protocol & Procedure (Attached hereto as part of this agreement)	Pages 19 – 21

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
MUSIC ZIRCONIA TALENT, LLC F/S/O GEORGE MICHAEL REBORN

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Michael Twombly, Owner

CONTRACTOR BUSINESS ADDRESS
5595 Magnatron Blvd. Ste A, San Diego CA 92111
(858) 598-7311 michael@musiczirconia.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Michele Richards, Chief Executive Officer or
Joan Hamill, Chief Business Development Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACT REPRESENTATIVES:

32nd District Agriculture Association
Name: Jeff Willson
Title: Entertainment Supervisor
Phone number: (714) 708-1878

Music Zirconia
Name: Michael Twombly
Title: Owner
Phone number: (858) 598-7311

CONTRACTOR AGREES:

Performance

1. To provide the performance group "George Michael Reborn" on Thursday, August 5, 2021.
2. To perform one (1) 90 to 120-minute set on The Hangar stage beginning at 8:30 p.m.

Radius

1. The Hangar at The OC Fair has market exclusivity for this performance. No performance or advertising is allowed for events within a 50 mile radius (Southern Los Angeles, Inland Empire and Orange County) for 60 days prior to the performance date.

Press / Media

1. To refer to the performance venue as "The Hangar at the OC Fair" in all advertising and/or communications including, but not limited to, email, websites, social media outlets and print schedules.
2. To provide biographical, press release information, and current performer imagery as necessary.
3. To make band members available for media and/or promotional opportunities (see Exhibit E).
4. To promote this contracted event via Contractor email and mobile (if available) database(s), and web site.
5. All requests for press inclusion (written, photography, videography) at this performance event must be submitted to, and approved by, the OC Fair Communications Department.

Operations / Production

1. Advance performance with Doug Sturgis, the venue Production Manager, at doug@rkde.net.
2. The Hangar stage will be used by community performers during the day, in advance of this contracted performance. The stage will be clear and the venue vacated a minimum of three (3) hours in advance of the performance for load in, sound check and audience load in. It is imperative that Contractor arrive on time and prepared to facilitate load in and sound check during this short window of time.
3. Doors for the event are at approximately 60 minutes prior to the performance start time.
4. This contract is predicated on the fact that Contractor will be using in-house production as is. Any additional production expense will be financial responsibility of the Contractor. This includes, but is not limited to, backline, transportation of any kind, additional risers, musicians or extra talent, hotel accommodations, pyrotechnics, video, etc. (see Exhibit E).

Contractor Rider

1. The venue Production Manager will review any Contractor rider and attempt to make accommodations if possible, however the venue rider for The Hangar is incorporated into this contract and supersedes Contractor rider.

EXHIBIT A – SCOPE OF WORK (CONT.)

Merchandise

1. Contractor sells: District agrees to waive merchandise split.
2. Contractor must provide notification of merchandise sales a minimum of three days prior to the contracted date. Without this notification, there is no guarantee that merchandise tables, chairs, etc., will be provided.

Video Recording

1. Video recording of performances will only be allowed using simple hand-held devices such as cell phones. Tripods, high-resolution video cameras, multiple-camera recording positions, and other devices, for the purposes of this contract known as "professional video recording," will only be allowed with the permission of the OC Fair Entertainment Department. An origination fee of TWO HUNDRED FIFTY DOLLARS ($250.00) is required in order to receive permission to enlist professional video recording services or video equipment.
2. In cases where professional services are permitted, placement of any/all equipment is at the discretion of the venue Production Manager and may not, under any circumstances, interfere with the experience of customers at the event.
3. Contractor may order a live video feed recording of the performance captured by the District for a fee of TWO HUNDRED FIFTY DOLLARS ($250.00), requested through the OC Fair Entertainment Department. Such recordings will be provided to Contractor on a hard drive once payment is received (check or money order only). Contractor agrees to grant OC Fair the right to use recordings in whole or in part for promotional purposes.
4. If Contractor wishes to seek professional video recording services and to secure a live video recording from the District, a fee of THREE HUNDRED FIFTY DOLLARS ($350.00) is required.

Insurance

1. It is understood that this event includes the contracted performer only, and that there is no direct audience participation. If audience participation is to be included, the proper insurance must be arranged through OC Fair & Events Center Business Services.

Ticketing:

1. The District may, at its discretion, offer group discounts up to 20%.
2. The District may, at its discretion, offer two-for-one tickets to its season ticket holders
3. The District may, at its discretion, offer discounts of up to 50% to the public through its ticket service provider.
4. The District may, at its discretion, offer discounts of up to 50% to the public through internet distribution services such as, but not limited to, Groupon, Goldstar, Living Social, etc.

Other

1. The District reserves the right to terminate any contract, at any time, by giving the Contractor notice in writing at least thirty (30) days prior to the date when such terminations shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

EXHIBIT A – SCOPE OF WORK (CONT.)

2. The District's obligations are subject to Act of God, violent storms, riots, wars, labor difficulties, epidemics, and act or order by any public authority of any cause similar or dissimilar beyond the District's control, or in the event of the destruction of the Hangar or adjoining areas of the Fairgrounds by violent weather, fire, or national or local calamity or any unforeseen fulfillment of this Agreement by the District impossible and appearances of the Contractor impossible. If such an occurrence shall occur necessitating the cancellation of any show(s) which shall be mutually agreed upon between the District and the Contractor, then the Contractor shall be paid on a prorated basis for shows(s) performed. When one (1) show only is presented and condition(s) beyond the control of the Contractor and District which would prevent the start of the show at the scheduled time it is mutually agreed that the show can be delayed a maximum of 90 minutes to correct such condition and to present herein.

DISTRICT AGREES:

Payment

1. To pay Contractor a total not to exceed amount of FIVE THOUSAND DOLLARS ($5,000.00) ($4,000 FLAT; $4,250.00 at 736 full price tickets sold; $4,500 at 1,104 full price tickets sold; $5,000 at 1,472 full price tickets sold) upon satisfactory completion of work herein required. Payment will be made NET 10 and delivered via US Mail.

Operations / Production

1. To provide The Hangar stage, lights and sound. Backline is not included (see Exhibit E).
2. To provide box office, ticket takers, security, usher staff and concessions.

Accommodations

1. To provide a 10' X 20' dressing room trailer in the backstage area.
2. To provide a deli style meal, bottled water and soft drinks for eight band members, crew and management. Any catering beyond these parameters will be at the sole expense of the Artist (see Exhibit E).

Credentials

1. To provide complimentary parking and admission for band members, crew and management only.
2. To provide twenty (20) complimentary performance tickets upon request. Please request through venue Production Manager at hangarproduction@ocfair.com. Guest tickets include free admission to the OC Fair and the performance event, but do not include parking.

Event Marketing

1. To provide marketing, advertising and promotion as part of the 2021 OC Fair collateral material.

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5770-70

PAYMENT PROVISIONS:

To pay Contractor a total not to exceed amount of FIVE THOUSAND DOLLARS ($5,000.00) ($4,000 FLAT; $4,250.00 at 736 full price tickets sold; $4,500 at 1,104 full price tickets sold; $5,000 at 1,472 full price tickets sold) upon satisfactory completion of work herein required. Payment will be made NET 10 and delivered via US Mail.

Payment will be made by 32nd District Agricultural Association, State of California-issued check. As an agency of the State of California, the venue is not permitted to provide performance deposits in advance of the performance date.

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Thursday, August 5, 2021, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL:**
   This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
   No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
   Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
   Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
   The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR*:***
   Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:
During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:
Time is of the essence in this Agreement.

13. COMPENSATION:
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:
The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE BASED OFF THE SCOPE OF WORK)

CCC-04/2017 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS:
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST:
Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Current State Employees (Pub. Contract Code §10410):
1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):
1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE:
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

6. **RESOLUTION:**
   A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. **AIR OR WATER POLLUTION VIOLATION:**
   Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. **PAYEE DATA RECORD FORM STD. 204:**
   This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES
Performer, Artist, and Contractor (hereinafter referred to as "Contractor") shall adhere to all starting and ending times as indicated in this Agreement.

CURFEW
There is a strict 10:30 p.m. curfew in effect unless an extension of curfew is approved by the 32nd District Agricultural Association (hereinafter referred to as "District") prior to the performance. If this curfew is not adhered to, Contractor shall be liable and subject to litigation and fines by the State of California for breach of contract. These fines shall be one thousand dollars ($1,000.00) per minute for the first five (5) minutes and an additional ten thousand dollars ($10,000.00) for any period thereafter.

PAYMENT
Contractor shall be paid by District check upon completion of performance. There shall be no cash payments and no check cashing shall be authorized. Contractors who are non-residents of California will be subject to State withholding by the Franchise Tax Board at a rate of seven percent (7%) unless a Form 590 has been completed and returned to the District.

PUBLIC ACCESS TO FACILITY
The facility will be open to the public approximately 60 minutes prior to the start of the show. There shall be no exceptions to this stated time. This requirement is necessary to meet safety and crowd control procedures set by the State of California Fire Marshal and the Orange County Sheriff's Department.

DECIBEL LEVEL
Sound pressure levels must not exceed:

1. 85 dB, no weighting, averaged over a 5-minute period at directly backstage. Random readings will be taken throughout sound check and performance.
2. 95 dB, no weighting, averaged over a 5-minute period at FOH.
3. 55 dB, LEQ average in surrounding neighborhoods (distance is typically 1,000 feet or more from the Hangar FOH location).
4. If any one (1) of the above conditions is exceeded, regardless of compliance in the remaining areas, Contractor will be asked to reduce levels to comply.

House sound will include stage monitors. District Agrees to use Contractor's monitor system, at Contractor's request, at no additional cost to the District.

Contractor shall be bound by the sound covenant and shall at all times during any pre-concert sound checks and the concert operate within the sound restrictions. Contractor agrees that upon discovery or notification of any occurrence of sound level exceedance by either the District, or a designated sound monitor or other designee, Contractor shall immediately adjust the sound level to come into compliance with sound level specifications. If repeated sound level violations occur within concert performance after such notification, Contractor agrees to immediately terminate the concert.

In addition to the above terms, Contractor agrees that the District, in exercise of its discretion and judgment, retains all rights to adjust the sound level or terminate the concert performance as it may deem necessary to ensure compliance with the sound restrictions.

MEDIA - WEBSITE
The District requires that the Contractor place specific information about the contracted event at the OC Fair on its website. Information should include the entertainer's name, date, time of performance(s) at the OC Fair, and a web link to OC Fair website (www.ocfair.com).

MEDIA - INTERVIEW
The District also requests that the Contractor consent to at least one (1), fifteen (15)-minute promotional interview with a local radio station in advance of their performance at the OC Fair. Radio station to be selected by the District.

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

MEDIA - VIDEO
Local affiliates of national television networks, upon issuance of proper District press credentials and approval of Contractor's representative, shall be allowed to videotape up to three (3) minutes of performance for news purposes only. The District actively discourages all non-legitimate videotaping activity.

MEDIA - STILL PHOTOGRAPHY
Representatives of legitimate press organizations, upon issuance of proper District press credentials, shall be allowed to photograph a portion of the performance for review purposes only. The District actively discourages all non-legitimate use of still photography.

MEET & GREETS
The District requests that the Contractor participate in a pre-performance or post-performance meet & greet as arranged by the venue.

PRODUCTION
This contract is predicated on the fact that Contractor will be using in-house production as is. The District will provide The Hangar stage, lights and sound. Backline is not included. Approximately two (2) hours are allotted to set the stage and perform soundcheck.

Any additional gear required will be at the sole expense of the Contractor. This includes but is not limited to: backline, transportation, additional riser(s), musicians or additional talent, pyrotechnics, etc. Any labor required to strike and restore changes to existing truss system is at the sole expense of the Contractor.

The Contractor is welcome to bring additional production equipment, such as monitor systems, FOH console(s), lighting console(s), and additional lighting fixtures to be added to the pre-existing truss system. The cost of setting up additional equipment is the sole responsibility of the Contractor.

If seats are killed as a result of any gear that is brought in specifically for a Hangar performance, the Contractor will be charged back the face value of the killed seats plus any refund amount required to relocate guests who have purchased seats the must be killed.

SOUND AND LIGHTS
Contractor agrees to use District-provided industry standard sound and lighting equipment. Any other expense for gear and associated labor to install, strike or cause any other expense is at the sole cost of the Contractor.

RENTAL EQUIPMENT
The District may provide, but will not be responsible for payment of rental equipment, unless otherwise specifically stated in this Agreement.

HOSPITALITY
The District may provide meal service, when contracted, chosen from a District-determined menu. District will use Contractor's contract rider as a guide, but will be the final determiner of the meal that is served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e., tour bus food service) may be requested by the Contractor at the Contractor's expense from the on-site caterer. The District will not provide alcohol, tobacco, vape and cannabis products, nor will runners be available to secure these items. The OC Fair is a smoke-free event and the use of tobacco, vape and cannabis therein is strictly forbidden.

SPONSORSHIPS
The District's sponsorships will take precedence over Contractor's sponsorships. Contractors who have a sponsor will receive one-half (1/2) the number of signs, posters, impressions compared to the number of the District's sponsor. Contractor's sponsorship signage may be used only with District Management's approval. The District's CEO and sponsorship manager shall be notified prior to the signing of this Agreement of any potential conflicts related to sponsors. Contractors shall not receive any revenues from District sponsorships.

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

The Hangar is eligible for two (2) sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Hangar.

FORCE MAJEURE CLAUSE

The District's obligations are subject to Act of God, violent storms, riots, wars, labor difficulties, epidemics, and act or order by any public authority of any cause similar or dissimilar beyond the District's control, or in the event of the destruction of the Hangar or adjoining areas of the Fairgrounds by violent weather, fire, or national or local calamity or any unforeseen fulfillment of this Agreement by the District impossible and appearances of the Contractor impossible. If such an occurrence shall occur necessitating the cancellation of any show(s) which shall be mutually agreed upon between the District and the Contractor, then the Contractor shall be paid on a prorated basis for shows(s) performed. When one (1) show only is presented and condition(s) beyond the control of the Contractor and District which would prevent the start of the show at the scheduled time it is mutually agreed that the show can be delayed a maximum of 90 minutes to correct such condition and to present herein.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers' Compensation Insurance for its employees as required by law. Prior to date of performance, all performers shall submit to the District proof of valid Workers' Compensation Insurance coverage for all of their employees, unless performer has certified on Payee Data Record – STD. 204, that he/she is a sole proprietor and has no employees. It is mutually agreed that the District is relying upon the Contractor's specific representation and warranty that it has the proper Workers Compensation Insurance and that the Contractor will indemnify and hold harmless the District in the event it did not have the insurance.

Contractor further certifies that by signing this Agreement, Contractor will comply with such provisions under Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code immediately upon hiring any employee and before commencing the performance of this Agreement.

INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, and employees from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents).

COPYRIGHT INFRINGEMENT INDEMNIFICATION

Contractor warrants and represents that no musical, literary, or artistic work or other property protected by copyright will be performed, reproduced or used in the performance of this Agreement unless Contractor has previously thereto obtained written permission from the copyright holder or is otherwise exempt under 17 U.S.C. §§110:

"notwithstanding the provisions of Section 106, the following are not infringements of copyright:…

(6) performance of a nondramatic musical work by a governmental body or a nonprofit agricultural or horticultural organization, in the course of an annual agricultural or horticultural fair or exhibition conducted by such body or organization; the exemption provided by this clause shall extend to any liability for copyright infringement that would otherwise be imposed on such body or organization, under doctrines of vicarious liability or related infringement for a performance by a concessionaire, business establishment, or other person at such fair or exhibition, but shall not excuse any such person from liability for the performance."

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

Contractor acknowledges that Contractor acts under this Agreement as an independent contractor charged with the responsibility, in Contractor's sole discretion, for selection, performance, reproduction and use of such musical, literary and artistic works as contractor deems appropriate and that Contractor undertakes strict compliance with all laws respecting copyrights and the performance, reproduction and use of musical, literary and artistic works.

Contractor warrants that in the performance of this Agreement, Contractor will not infringe any statutory, common law or other right of any person in performing, reproducing or otherwise making use of any work or material. Contractor will indemnify, save and hold harmless the State and its agencies, including District, and their officers, agents, employees and servants from and against all claims, costs, and expenses (including legal fees), demands, actions and liability of every kind and character whatsoever with respect to copyright and the performance, reproduction and use of musical, literary and artistic works. Contractor authorizes the withholding of payment under this Agreement pending the final disposition of any claim which may result from the foregoing indemnification.

MISCELLANEOUS

The performance may be emceed by (i.e. "welcomed by") a local market radio station personality. In no way shall this be considered a "co-promotion" or "presented by" situation. Contractor shall be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall provide to the District any and all available materials, specifically to include biographical information, photographs, audio and/or video tapes (beta only) for District's use in promotional, collateral and advertising material for this event/performance.

All promotional, collateral and advertising material for the event will be developed and approved by the District. This material will be executed in a festival-style approach. All Contractor names including spelling, capitalization, and addendums must be designated in contracts. Changes cannot be made after the contract has been finalized.

Contractor will not have prior approval of any Fair-related promotional or advertising material. All Contractor guidelines must be outlined in contracts and will be incorporated as indicated.

No preferential changes of images provided by Contractor's management or publicity agents will be permitted unless provided image is no longer valid due to personnel changes.

CONTRACTOR COMPLIMENTARY TICKETS

The District will provide the Contractor with a reasonable number of complimentary concert tickets. The amount will be negotiated at the point of booking and any tickets past that amount must be purchased by the Contractor. Should the show carry a co-headliner, support or an opening act, that number will be reduced proportionately. Contractor's guests will be subject to a parking charge at the event. If available, the Contractor may purchase additional tickets through the OC Fair box office.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

PROFANE OR OBSCENE LANGUAGE

This is a State of California facility and all performances will be viewed by adults and children alike. The use of profane or obscene language or gestures will not be tolerated. Any display of such language or gestures by any contracted performer, their crew, or their representatives or associates while in the view or earshot of any Fair guest will be a finable offense subject to ONE THOUSAND DOLLARS ($1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

OFFENSIVE OR POLITICAL STATEMENTS OR PROPS

The display of offensive, political or controversial statements, slogans, flags (specifically the Confederate flag) or emblems as part of branding or decoration will not be tolerated. Any display by any contracted performer, their crew, or their representatives or associates while in the view of any Fair guest will be a finable offense subject to ONE THOUSAND DOLLARS ($1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.

CONFLICT OF LAWS OR TERMS

It is expressly understood and agreed that this Agreement shall be governed by the laws of the State of California both substantive and procedural. In the case of conflict between the District/State Documents and Contractor's Documents, the District/State Documents shall prevail if the parties can not mutually agree upon a resolution of the conflict.

CONTRACTOR'S POWER AND AUTHORITY

Contractor or Contractor's designee as signatory to this Agreement is empowered and has the authority to enter into this Agreement and bind Contractor to the terms and conditions contained herein. If the Contractor is not signing and contracting in own name to perform the entertainment services, then whatever business entity is signing and contracting to provide the services of the Contractor shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation "F/S/O" (for the services of) and immediately followed by the name of the performing Contractor on the preprinted blank line on the first page.

-End Exhibit E-

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

V06042020

1. **SCOPE**
As a result of the worldwide COVID-19 pandemic, the 32nd District Agricultural Association (OCFEC) implemented numerous essential protocols and procedures to protect OCFEC staff, renters, event promoter/producer employees, exhibitors, vendors, contractors, subcontractors, volunteers and members of the public. These protocols and procedures do not supersede or replace any existing orders issued by local governments, the State of California or the Federal Government. The protocol and procedure guidelines (COVID-19 Guidelines) apply equally to all organizations and persons doing business on OCFEC property, both public and private, and all event types, commercial, trade or other, hosted at the OCFEC.

2. **SICK, ELDERLY AND VULNERABLE PERSONS**
Anyone who feels sick should remain at home. In addition, high-risk persons who are over 65 years of age, or anyone with chronic illness or underlying medical conditions, should continue to follow recommendations to stay at home and limit public interaction.

3. **PHYSICAL DISTANCING IN THE WORKPLACE**
Physical distancing of a minimum of six (6) feet should be maintained between customer-facing employees and the general public, and – to the extent practical – between employees in the field or at employee workstations. Where isolation of employees in the field or at employee workstations is impractical, face coverings must be worn without exception.

4. **HANDWASHING, PERSONAL PROTECTIVE EQUIPMENT, AND TESTING**
Renters, event promoters, event producers, exhibitors, vendors, and their respective contractors, subcontractors and volunteers (collectively, "Business Partners") conducting business at the OCFEC must require all customer-facing employees to either wash their hands or use hand sanitizer every thirty minutes, or wear disposable gloves which are to be changed as frequently as specified by guidelines established for each applicable job assignment. Face coverings must be provided to all employees.

Before starting a shift, all OCFEC employees and all Business Partner employees, must have their temperatures taken and documented, and individual(s) will not be permitted to remain at work if the temperature reading exceeds 100.4 degrees (°) Fahrenheit. Affected individual(s) may only return to work after registering and documenting their temperature reading below 100.4° Fahrenheit for seventy-two (72) consecutive hours.

All OCFEC event attendees, before entering OCFEC premises, must have their temperatures taken and documented. Any OCFEC event attendee with a temperature reading above 100.4° Fahrenheit will not be permitted to attend the event and will be required to immediately leave the OCFEC premises. Paid admission/parking fee refunds will be subject to processing schedule.

All competitive professional and amateur sports participants, including youth sports participants, must be tested for COVID-19 at least one (1) week before the date of the scheduled competition, and will not be permitted to compete if the intended participant tests positive for COVID-19. If the intended participant tests positive for COVID-19, he/she will not be allowed to participate in any activities at the OCFEC until after (i) receiving a negative result on a subsequent COVID-19 test and (ii) satisfying the specified 14-day (or otherwise governmentally specified) COVID-19 quarantine period.

OCFEC Business Partners should make every effort to limit physical touch points at their respective places of business, including at the OCFEC. All OCFEC event promoters must significantly increase frequency of sanitation and disinfection measures at all workstations and equipment that come into contact with OCFEC employees and the general public. All OCFEC Business Partners must assess and identify the frequency of necessary sanitation and disinfection practices, and will review and agree upon a sanitation and disinfection schedule with the OCFEC.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

Face coverings and disposable gloves must be worn by all OCFEC Business Partner customer-facing employees. All OCFEC event attendees and visitors must wear appropriate face coverings. Physical barriers, if available, are preferred but not required as the general public will make the personal decision of whether to attend an event at the OCFEC and/or patronize an OCFEC Business Partner. For the benefit of the public, OCFEC employees and Business Partner employees, handwashing or hand sanitizing should be done as soon as possible following the handling of materials that come in contact with the general public.

5. **EVENT ATTENDANCE LIMITATIONS**

Attendance at all OCFEC events, including all move-in and move-out activities, must be limited at any given time, to no more than the current maximum attendance levels permitted by all applicable local and state orders or laws.

OCFEC Business Partners must establish and actively enforce measures to monitor and ensure attendance limitation compliance. If an OFCEC Business Partner fails to comply with event attendance limitations, the OCFEC in its sole and absolute discretion may cancel the event without notice and refer the matter to local law enforcement.

6. **OCFEC BUSINESS PARTNER COMPLIANCE**

OCFEC Business Partners shall make every effort to assure compliance with COVID-19 related mitigation requirements. If an OCFEC Business Partner fails to comply with these COVID-19 Guidelines, the OCFEC in its sole and absolute discretion may close non-compliant event spaces, exhibitor spaces or other such rental spaces, or may cancel the event without notice and refer the matter to local law enforcement.

7. **COVID-19 RELEASE AND WAIVER OF LIABILITY**

As consideration for being permitted to conduct event activities at the OCFEC, OCFEC Business Partners must acknowledge and agree to all COVID-19 Pandemic and related governmental orders, directives and guidelines, and forever release the 32nd District Agricultural Association, the State, California Fair Services Authority ("CFSA"), the County, the Lessor, and any fair affiliated organization, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner's employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner's participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.

8. **EVENT ORGANIZATION PROTOCOLS**

Each OCFEC Business Partner must submit event organization-specific COVID-19 related infection mitigation protocols and procedures for OCFEC review and approval no later thirty (30) days before the event's scheduled move-in date. The OCFEC reserves the right to reject any protocols and procedures that are in conflict with, or are less stringent than, the COVID-19 Guidelines. If the OCFEC rejects the OCFEC Business Partner's COVID-19 related infection mitigation protocols and procedures, the OCFEC Business Partner must resubmit revised infection mitigation protocols and procedures for review no less than fifteen (15) days before the event's scheduled move-in date. If OCFEC Business Partner fails to submit the COVID-19 related infection mitigation protocols and procedures on time, the OCFEC in its sole and absolute discretion may terminate the agreement and cancel the event without notice.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

9. **FURTHER ACTION AS NECESSARY**

The OCFEC reserves the right to modify these COVID-19 Guidelines as circumstances warrant. Specifically, the OCFEC recognizes that additional restrictions not reflected in these guidelines may be necessary to address the health and safety of certain populations depending upon their age or underlying health concerns, or otherwise to address medical issues as they arise.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

I HAVE CAREFULLY READ THIS AGREEMENT EXHIBIT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A CONTRACTUAL AGREEMENT BETWEEN MYSELF AND THE 32ND DISTRICT AGRICULTURAL ASSOCIATION, THE STATE, CFSA, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed on _____, 20____.

OCFEC BUSINESS PARTNER:

_____
Signature

_____
Address

_____
City State ZIP

-End Exhibit F-

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev. 03/2019)

R_____ A_____ F_____

AGREEMENT NUMBER
SA-047-21HB

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
DEAD MAN'S PARTY, INC. F/S/O DEAD MAN'S PARTY

2. The term of this Agreement is: **07/16/21** through **07/16/21** **FED ID:**

3. The maximum amount of this Agreement is: **$5,000.00**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work **– To provide "Dead Man's Party" in The Hangar on Friday, July 16 at the 2021 OC Fair. See Page 2 for additional details.**	Pages 1 – 4
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 5
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 6 – 9
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 10 – 13
Exhibit E – Hangar House Rider (Insurance Requirements) (Attached hereto as part of this agreement)	Pages 14 – 18
Exhibit F – Covid-19 Infection Mitigation Protocol & Procedure (Attached hereto as part of this agreement)	Pages 19 – 21

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
DEAD MAN'S PARTY, INC. F/S/O DEAD MAN'S PARTY

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Robert Elfaizy, President

CONTRACTOR BUSINESS ADDRESS
119 Avenida Dolores, Apt. B, San Clemente, CA 92672
(949) 254-6592 vox@deadmansparty.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Michele Richards, Chief Executive Officer or
Joan Hamill, Chief Business Development Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACT REPRESENTATIVES:

32nd District Agriculture Association
Name: Jeff Willson
Title: Entertainment Supervisor
Phone number: (714) 708-1878

Dead Man's Party, Inc.
Name: Robert Elfaizy
Title: President
Phone number: (949) 254-6592

CONTRACTOR AGREES:

Performance

1. To provide the performance group "Dead Man's Party," a tribute to Oingo Boingo, on Sunday, July 16, 2021.
2. To perform two (2) shows approximately 75 - 90 minutes in length on The Hangar stage beginning at 4:30 p.m. and 8:30 p.m. These shows will be sold initially at less than 30% capacity for the venue. Additional seating maybe added upon approval of the Orange County Department of Health and at the discretion of the District.

Radius

1. The Hangar at The OC Fair has market exclusivity for this performance. No performance or advertising is allowed for events within a 50 mile radius (Southern Los Angeles, Inland Empire and Orange County) for 60 days prior to the performance date.

Press / Media

1. To refer to the performance venue as "The Hangar at the OC Fair" in all advertising and/or communications including, but not limited to, email, websites, social media outlets and print schedules.
2. To provide biographical, press release information, and current performer imagery as necessary.
3. To make band members available for media and/or promotional opportunities (see Exhibit E).
4. To promote this contracted event via Contractor email and mobile (if available) database(s), and web site.
5. All requests for press inclusion (written, photography, videography) at this performance event must be submitted to, and approved by, the OC Fair Communications Department.

Operations / Production

1. Advance performance with Doug Sturgis, the venue Production Manager, at doug@rkde.net.
2. The Hangar stage will be used by community performers during the day, in advance of this contracted performance. The stage will be clear and the venue vacated a minimum of three (3) hours in advance of the performance for load in, sound check and audience load in. It is imperative that Contractor arrive on time and prepared to facilitate load in and sound check during this short window of time.
3. Doors for the event are at approximately 60 minutes prior to the performance start time.
4. This contract is predicated on the fact that Contractor will be using in-house production as is. Any additional production expense will be financial responsibility of the Contractor. This includes, but is not limited to, backline, transportation of any kind, additional risers, musicians or extra talent, hotel accommodations, pyrotechnics, video, etc. (see Exhibit E).

Contractor Rider

1. The venue Production Manager will review any Contractor rider and attempt to make accommodations if possible, however the venue rider for The Hangar is incorporated into this contract and supersedes Contractor rider.

EXHIBIT A – SCOPE OF WORK (CONT.)

Merchandise

1. Contractor sells: District agrees to waive merchandise split.
2. Contractor must provide notification of merchandise sales a minimum of three days prior to the contracted date. Without this notification, there is no guarantee that merchandise tables, chairs, etc., will be provided.

Video Recording

1. Video recording of performances will only be allowed using simple hand-held devices such as cell phones. Tripods, high-resolution video cameras, multiple-camera recording positions, and other devices, for the purposes of this contract known as "professional video recording," will only be allowed with the permission of the OC Fair Entertainment Department. An origination fee of TWO HUNDRED FIFTY DOLLARS ($250.00) is required in order to receive permission to enlist professional video recording services or video equipment.
2. In cases where professional services are permitted, placement of any/all equipment is at the discretion of the venue Production Manager and may not, under any circumstances, interfere with the experience of customers at the event.
3. Contractor may order a live video feed recording of the performance captured by the District for a fee of TWO HUNDRED FIFTY DOLLARS ($250.00), requested through the OC Fair Entertainment Department. Such recordings will be provided to Contractor on a hard drive once payment is received (check or money order only). Contractor agrees to grant OC Fair the right to use recordings in whole or in part for promotional purposes.
4. If Contractor wishes to seek professional video recording services and to secure a live video recording from the District, a fee of THREE HUNDRED FIFTY DOLLARS ($350.00) is required.

Insurance

1. It is understood that this event includes the contracted performer only, and that there is no direct audience participation. If audience participation is to be included, the proper insurance must be arranged through OC Fair & Events Center Business Services.

Ticketing:

1. The District may, at its discretion, offer group discounts up to 20%.
2. The District may, at its discretion, offer two-for-one tickets to its season ticket holders
3. The District may, at its discretion, offer discounts of up to 50% to the public through its ticket service provider.
4. The District may, at its discretion, offer discounts of up to 50% to the public through internet distribution services such as, but not limited to, Groupon, Goldstar, Living Social, etc.

Other

1. The District reserves the right to terminate any contract, at any time, by giving the Contractor notice in writing at least thirty (30) days prior to the date when such terminations shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

EXHIBIT A – SCOPE OF WORK (CONT.)

2. The District's obligations are subject to Act of God, violent storms, riots, wars, labor difficulties, epidemics, and act or order by any public authority of any cause similar or dissimilar beyond the District's control, or in the event of the destruction of the Hangar or adjoining areas of the Fairgrounds by violent weather, fire, or national or local calamity or any unforeseen fulfillment of this Agreement by the District impossible and appearances of the Contractor impossible. If such an occurrence shall occur necessitating the cancellation of any show(s) which shall be mutually agreed upon between the District and the Contractor, then the Contractor shall be paid on a prorated basis for shows(s) performed. When one (1) show only is presented and condition(s) beyond the control of the Contractor and District which would prevent the start of the show at the scheduled time it is mutually agreed that the show can be delayed a maximum of 90 minutes to correct such condition and to present herein.

DISTRICT AGREES:

Payment

1. To pay Contractor a total sum not to exceed FIVE THOUSAND DOLLARS ($5,000.00) upon satisfactory completion of work herein required on Friday, July 16, 2021. (see Exhibit B and Exhibit E).

Operations / Production

1. To provide The Hangar stage, lights and sound. Backline is not included (see Exhibit E).
2. To provide box office, ticket takers, security, usher staff and concessions.

Accommodations

1. To provide a 10' X 20' dressing room trailer in the backstage area.
2. To provide a deli style meal, bottled water and soft drinks for eight band members, crew and management. Any catering beyond these parameters will be at the sole expense of the Artist (see Exhibit E).

Credentials

1. To provide complimentary parking and admission for band members, crew and management only.
2. To provide twenty (20) complimentary performance tickets upon request. Please request through venue Production Manager at hangarproduction@ocfair.com. Guest tickets include free admission to the OC Fair and the performance event, but do not include parking.

Event Marketing

1. To provide marketing, advertising and promotion as part of the 2021 OC Fair collateral material.

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5770-70

PAYMENT PROVISIONS:

To pay Contractor a total sum not to exceed FIVE THOUSAND DOLLARS ($5,000.00) upon satisfactory completion of work herein required on Friday, July 16, 2021.

Payment will be made by 32nd District Agricultural Association, State of California-issued check. As an agency of the State of California, the venue is not permitted to provide performance deposits in advance of the performance date.

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Friday, July 16, 2021, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL:**
   This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
   No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
   Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
   Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
   The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR*:***
   Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:
During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:
Time is of the essence in this Agreement.

13. COMPENSATION:
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:
The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE BASED OFF THE SCOPE OF WORK)

CCC-04/2017 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS:
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST:
Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Current State Employees (Pub. Contract Code §10410):
1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):
1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE:
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

6. **RESOLUTION:**
A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. **AIR OR WATER POLLUTION VIOLATION:**
Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. **PAYEE DATA RECORD FORM STD. 204:**
This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES
Performer, Artist, and Contractor (hereinafter referred to as "Contractor") shall adhere to all starting and ending times as indicated in this Agreement.

CURFEW
There is a strict 10:30 p.m. curfew in effect unless an extension of curfew is approved by the 32nd District Agricultural Association (hereinafter referred to as "District") prior to the performance. If this curfew is not adhered to, Contractor shall be liable and subject to litigation and fines by the State of California for breach of contract. These fines shall be one thousand dollars ($1,000.00) per minute for the first five (5) minutes and an additional ten thousand dollars ($10,000.00) for any period thereafter.

PAYMENT
Contractor shall be paid by District check upon completion of performance. There shall be no cash payments and no check cashing shall be authorized. Contractors who are non-residents of California will be subject to State withholding by the Franchise Tax Board at a rate of seven percent (7%) unless a Form 590 has been completed and returned to the District.

PUBLIC ACCESS TO FACILITY
The facility will be open to the public approximately 60 minutes prior to the start of the show. There shall be no exceptions to this stated time. This requirement is necessary to meet safety and crowd control procedures set by the State of California Fire Marshal and the Orange County Sheriff's Department.

DECIBEL LEVEL
Sound pressure levels must not exceed:

1. 85 dB, no weighting, averaged over a 5-minute period at directly backstage. Random readings will be taken throughout sound check and performance.
2. 95 dB, no weighting, averaged over a 5-minute period at FOH.
3. 55 dB, LEQ average in surrounding neighborhoods (distance is typically 1,000 feet or more from the Hangar FOH location).
4. If any one (1) of the above conditions is exceeded, regardless of compliance in the remaining areas, Contractor will be asked to reduce levels to comply.

House sound will include stage monitors. District Agrees to use Contractor's monitor system, at Contractor's request, at no additional cost to the District.

Contractor shall be bound by the sound covenant and shall at all times during any pre-concert sound checks and the concert operate within the sound restrictions. Contractor agrees that upon discovery or notification of any occurrence of sound level exceedance by either the District, or a designated sound monitor or other designee, Contractor shall immediately adjust the sound level to come into compliance with sound level specifications. If repeated sound level violations occur within concert performance after such notification, Contractor agrees to immediately terminate the concert.

In addition to the above terms, Contractor agrees that the District, in exercise of its discretion and judgment, retains all rights to adjust the sound level or terminate the concert performance as it may deem necessary to ensure compliance with the sound restrictions.

MEDIA - WEBSITE
The District requires that the Contractor place specific information about the contracted event at the OC Fair on its website. Information should include the entertainer's name, date, time of performance(s) at the OC Fair, and a web link to OC Fair website (www.ocfair.com).

MEDIA - INTERVIEW
The District also requests that the Contractor consent to at least one (1), fifteen (15)-minute promotional interview with a local radio station in advance of their performance at the OC Fair. Radio station to be selected by the District.

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

MEDIA - VIDEO
Local affiliates of national television networks, upon issuance of proper District press credentials and approval of Contractor's representative, shall be allowed to videotape up to three (3) minutes of performance for news purposes only. The District actively discourages all non-legitimate videotaping activity.

MEDIA - STILL PHOTOGRAPHY
Representatives of legitimate press organizations, upon issuance of proper District press credentials, shall be allowed to photograph a portion of the performance for review purposes only. The District actively discourages all non-legitimate use of still photography.

MEET & GREETS
The District requests that the Contractor participate in a pre-performance or post-performance meet & greet as arranged by the venue.

PRODUCTION
This contract is predicated on the fact that Contractor will be using in-house production as is. The District will provide The Hangar stage, lights and sound. Backline is not included. Approximately two (2) hours are allotted to set the stage and perform soundcheck.

Any additional gear required will be at the sole expense of the Contractor. This includes but is not limited to: backline, transportation, additional riser(s), musicians or additional talent, pyrotechnics, etc. Any labor required to strike and restore changes to existing truss system is at the sole expense of the Contractor.

The Contractor is welcome to bring additional production equipment, such as monitor systems, FOH console(s), lighting console(s), and additional lighting fixtures to be added to the pre-existing truss system. The cost of setting up additional equipment is the sole responsibility of the Contractor.

If seats are killed as a result of any gear that is brought in specifically for a Hangar performance, the Contractor will be charged back the face value of the killed seats plus any refund amount required to relocate guests who have purchased seats the must be killed.

SOUND AND LIGHTS
Contractor agrees to use District-provided industry standard sound and lighting equipment. Any other expense for gear and associated labor to install, strike or cause any other expense is at the sole cost of the Contractor.

RENTAL EQUIPMENT
The District may provide, but will not be responsible for payment of rental equipment, unless otherwise specifically stated in this Agreement.

HOSPITALITY
The District may provide meal service, when contracted, chosen from a District-determined menu. District will use Contractor's contract rider as a guide, but will be the final determiner of the meal that is served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e., tour bus food service) may be requested by the Contractor at the Contractor's expense from the on-site caterer. The District will not provide alcohol, tobacco, vape and cannabis products, nor will runners be available to secure these items. The OC Fair is a smoke-free event and the use of tobacco, vape and cannabis therein is strictly forbidden.

SPONSORSHIPS
The District's sponsorships will take precedence over Contractor's sponsorships. Contractors who have a sponsor will receive one-half (1/2) the number of signs, posters, impressions compared to the number of the District's sponsor. Contractor's sponsorship signage may be used only with District Management's approval. The District's CEO and sponsorship manager shall be notified prior to the signing of this Agreement of any potential conflicts related to sponsors. Contractors shall not receive any revenues from District sponsorships.

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

The Hangar is eligible for two (2) sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Hangar.

FORCE MAJEURE CLAUSE

The District's obligations are subject to Act of God, violent storms, riots, wars, labor difficulties, epidemics, and act or order by any public authority of any cause similar or dissimilar beyond the District's control, or in the event of the destruction of the Hangar or adjoining areas of the Fairgrounds by violent weather, fire, or national or local calamity or any unforeseen fulfillment of this Agreement by the District impossible and appearances of the Contractor impossible. If such an occurrence shall occur necessitating the cancellation of any show(s) which shall be mutually agreed upon between the District and the Contractor, then the Contractor shall be paid on a prorated basis for shows(s) performed. When one (1) show only is presented and condition(s) beyond the control of the Contractor and District which would prevent the start of the show at the scheduled time it is mutually agreed that the show can be delayed a maximum of 90 minutes to correct such condition and to present herein.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers' Compensation Insurance for its employees as required by law. Prior to date of performance, all performers shall submit to the District proof of valid Workers' Compensation Insurance coverage for all of their employees, unless performer has certified on Payee Data Record – STD. 204, that he/she is a sole proprietor and has no employees. It is mutually agreed that the District is relying upon the Contractor's specific representation and warranty that it has the proper Workers Compensation Insurance and that the Contractor will indemnify and hold harmless the District in the event it did not have the insurance.

Contractor further certifies that by signing this Agreement, Contractor will comply with such provisions under Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code immediately upon hiring any employee and before commencing the performance of this Agreement.

INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, and employees from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents).

COPYRIGHT INFRINGEMENT INDEMNIFICATION

Contractor warrants and represents that no musical, literary, or artistic work or other property protected by copyright will be performed, reproduced or used in the performance of this Agreement unless Contractor has previously thereto obtained written permission from the copyright holder or is otherwise exempt under 17 U.S.C. §§110:

"notwithstanding the provisions of Section 106, the following are not infringements of copyright:…

(6) performance of a nondramatic musical work by a governmental body or a nonprofit agricultural or horticultural organization, in the course of an annual agricultural or horticultural fair or exhibition conducted by such body or organization; the exemption provided by this clause shall extend to any liability for copyright infringement that would otherwise be imposed on such body or organization, under doctrines of vicarious liability or related infringement for a performance by a concessionaire, business establishment, or other person at such fair or exhibition, but shall not excuse any such person from liability for the performance."

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

Contractor acknowledges that Contractor acts under this Agreement as an independent contractor charged with the responsibility, in Contractor's sole discretion, for selection, performance, reproduction and use of such musical, literary and artistic works as contractor deems appropriate and that Contractor undertakes strict compliance with all laws respecting copyrights and the performance, reproduction and use of musical, literary and artistic works.

Contractor warrants that in the performance of this Agreement, Contractor will not infringe any statutory, common law or other right of any person in performing, reproducing or otherwise making use of any work or material. Contractor will indemnify, save and hold harmless the State and its agencies, including District, and their officers, agents, employees and servants from and against all claims, costs, and expenses (including legal fees), demands, actions and liability of every kind and character whatsoever with respect to copyright and the performance, reproduction and use of musical, literary and artistic works. Contractor authorizes the withholding of payment under this Agreement pending the final disposition of any claim which may result from the foregoing indemnification.

MISCELLANEOUS

The performance may be emceed by (i.e. "welcomed by") a local market radio station personality. In no way shall this be considered a "co-promotion" or "presented by" situation. Contractor shall be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall provide to the District any and all available materials, specifically to include biographical information, photographs, audio and/or video tapes (beta only) for District's use in promotional, collateral and advertising material for this event/performance.

All promotional, collateral and advertising material for the event will be developed and approved by the District. This material will be executed in a festival-style approach. All Contractor names including spelling, capitalization, and addendums must be designated in contracts. Changes cannot be made after the contract has been finalized.

Contractor will not have prior approval of any Fair-related promotional or advertising material. All Contractor guidelines must be outlined in contracts and will be incorporated as indicated.

No preferential changes of images provided by Contractor's management or publicity agents will be permitted unless provided image is no longer valid due to personnel changes.

CONTRACTOR COMPLIMENTARY TICKETS

The District will provide the Contractor with a reasonable number of complimentary concert tickets. The amount will be negotiated at the point of booking and any tickets past that amount must be purchased by the Contractor. Should the show carry a co-headliner, support or an opening act, that number will be reduced proportionately. Contractor's guests will be subject to a parking charge at the event. If available, the Contractor may purchase additional tickets through the OC Fair box office.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

PROFANE OR OBSCENE LANGUAGE

This is a State of California facility and all performances will be viewed by adults and children alike. The use of profane or obscene language or gestures will not be tolerated. Any display of such language or gestures by any contracted performer, their crew, or their representatives or associates while in the view or earshot of any Fair guest will be a finable offense subject to ONE THOUSAND DOLLARS ($1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

OFFENSIVE OR POLITICAL STATEMENTS OR PROPS

The display of offensive, political or controversial statements, slogans, flags (specifically the Confederate flag) or emblems as part of branding or decoration will not be tolerated. Any display by any contracted performer, their crew, or their representatives or associates while in the view of any Fair guest will be a finable offense subject to ONE THOUSAND DOLLARS ($1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.

CONFLICT OF LAWS OR TERMS

It is expressly understood and agreed that this Agreement shall be governed by the laws of the State of California both substantive and procedural. In the case of conflict between the District/State Documents and Contractor's Documents, the District/State Documents shall prevail if the parties can not mutually agree upon a resolution of the conflict.

CONTRACTOR'S POWER AND AUTHORITY

Contractor or Contractor's designee as signatory to this Agreement is empowered and has the authority to enter into this Agreement and bind Contractor to the terms and conditions contained herein. If the Contractor is not signing and contracting in own name to perform the entertainment services, then whatever business entity is signing and contracting to provide the services of the Contractor shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation "F/S/O" (for the services of) and immediately followed by the name of the performing Contractor on the preprinted blank line on the first page.

-End Exhibit E-

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

V06042020

1. **SCOPE**
As a result of the worldwide COVID-19 pandemic, the 32nd District Agricultural Association (OCFEC) implemented numerous essential protocols and procedures to protect OCFEC staff, renters, event promoter/producer employees, exhibitors, vendors, contractors, subcontractors, volunteers and members of the public. These protocols and procedures do not supersede or replace any existing orders issued by local governments, the State of California or the Federal Government. The protocol and procedure guidelines (COVID-19 Guidelines) apply equally to all organizations and persons doing business on OCFEC property, both public and private, and all event types, commercial, trade or other, hosted at the OCFEC.

2. **SICK, ELDERLY AND VULNERABLE PERSONS**
Anyone who feels sick should remain at home. In addition, high-risk persons who are over 65 years of age, or anyone with chronic illness or underlying medical conditions, should continue to follow recommendations to stay at home and limit public interaction.

3. **PHYSICAL DISTANCING IN THE WORKPLACE**
Physical distancing of a minimum of six (6) feet should be maintained between customer-facing employees and the general public, and – to the extent practical – between employees in the field or at employee workstations. Where isolation of employees in the field or at employee workstations is impractical, face coverings must be worn without exception.

4. **HANDWASHING, PERSONAL PROTECTIVE EQUIPMENT, AND TESTING**
Renters, event promoters, event producers, exhibitors, vendors, and their respective contractors, subcontractors and volunteers (collectively, "Business Partners") conducting business at the OCFEC must require all customer-facing employees to either wash their hands or use hand sanitizer every thirty minutes, or wear disposable gloves which are to be changed as frequently as specified by guidelines established for each applicable job assignment. Face coverings must be provided to all employees.

Before starting a shift, all OCFEC employees and all Business Partner employees, must have their temperatures taken and documented, and individual(s) will not be permitted to remain at work if the temperature reading exceeds 100.4 degrees (°) Fahrenheit. Affected individual(s) may only return to work after registering and documenting their temperature reading below 100.4° Fahrenheit for seventy-two (72) consecutive hours.

All OCFEC event attendees, before entering OCFEC premises, must have their temperatures taken and documented. Any OCFEC event attendee with a temperature reading above 100.4° Fahrenheit will not be permitted to attend the event and will be required to immediately leave the OCFEC premises. Paid admission/parking fee refunds will be subject to processing schedule.

All competitive professional and amateur sports participants, including youth sports participants, must be tested for COVID-19 at least one (1) week before the date of the scheduled competition, and will not be permitted to compete if the intended participant tests positive for COVID-19. If the intended participant tests positive for COVID-19, he/she will not be allowed to participate in any activities at the OCFEC until after (i) receiving a negative result on a subsequent COVID-19 test and (ii) satisfying the specified 14-day (or otherwise governmentally specified) COVID-19 quarantine period.

OCFEC Business Partners should make every effort to limit physical touch points at their respective places of business, including at the OCFEC. All OCFEC event promoters must significantly increase frequency of sanitation and disinfection measures at all workstations and equipment that come into contact with OCFEC employees and the general public. All OCFEC Business Partners must assess and identify the frequency of necessary sanitation and disinfection practices, and will review and agree upon a sanitation and disinfection schedule with the OCFEC.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

Face coverings and disposable gloves must be worn by all OCFEC Business Partner customer-facing employees. All OCFEC event attendees and visitors must wear appropriate face coverings. Physical barriers, if available, are preferred but not required as the general public will make the personal decision of whether to attend an event at the OCFEC and/or patronize an OCFEC Business Partner. For the benefit of the public, OCFEC employees and Business Partner employees, handwashing or hand sanitizing should be done as soon as possible following the handling of materials that come in contact with the general public.

5. **EVENT ATTENDANCE LIMITATIONS**

Attendance at all OCFEC events, including all move-in and move-out activities, must be limited at any given time, to no more than the current maximum attendance levels permitted by all applicable local and state orders or laws.

OCFEC Business Partners must establish and actively enforce measures to monitor and ensure attendance limitation compliance. If an OFCEC Business Partner fails to comply with event attendance limitations, the OCFEC in its sole and absolute discretion may cancel the event without notice and refer the matter to local law enforcement.

6. **OCFEC BUSINESS PARTNER COMPLIANCE**

OCFEC Business Partners shall make every effort to assure compliance with COVID-19 related mitigation requirements. If an OCFEC Business Partner fails to comply with these COVID-19 Guidelines, the OCFEC in its sole and absolute discretion may close non-compliant event spaces, exhibitor spaces or other such rental spaces, or may cancel the event without notice and refer the matter to local law enforcement.

7. **COVID-19 RELEASE AND WAIVER OF LIABILITY**

As consideration for being permitted to conduct event activities at the OCFEC, OCFEC Business Partners must acknowledge and agree to all COVID-19 Pandemic and related governmental orders, directives and guidelines, and forever release the 32nd District Agricultural Association, the State, California Fair Services Authority ("CFSA"), the County, the Lessor, and any fair affiliated organization, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner's employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner's participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.

8. **EVENT ORGANIZATION PROTOCOLS**

Each OCFEC Business Partner must submit event organization-specific COVID-19 related infection mitigation protocols and procedures for OCFEC review and approval no later thirty (30) days before the event's scheduled move-in date. The OCFEC reserves the right to reject any protocols and procedures that are in conflict with, or are less stringent than, the COVID-19 Guidelines. If the OCFEC rejects the OCFEC Business Partner's COVID-19 related infection mitigation protocols and procedures, the OCFEC Business Partner must resubmit revised infection mitigation protocols and procedures for review no less than fifteen (15) days before the event's scheduled move-in date. If OCFEC Business Partner fails to submit the COVID-19 related infection mitigation protocols and procedures on time, the OCFEC in its sole and absolute discretion may terminate the agreement and cancel the event without notice.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

9. **FURTHER ACTION AS NECESSARY**

The OCFEC reserves the right to modify these COVID-19 Guidelines as circumstances warrant. Specifically, the OCFEC recognizes that additional restrictions not reflected in these guidelines may be necessary to address the health and safety of certain populations depending upon their age or underlying health concerns, or otherwise to address medical issues as they arise.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

I HAVE CAREFULLY READ THIS AGREEMENT EXHIBIT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A CONTRACTUAL AGREEMENT BETWEEN MYSELF AND THE 32ND DISTRICT AGRICULTURAL ASSOCIATION, THE STATE, CFSA, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed on _____, 20____.

OCFEC BUSINESS PARTNER:

_____
Signature

_____
Address

_____
City State ZIP

-End Exhibit F-

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev. 03/2019)

R_____ A_____ F_____

AGREEMENT NUMBER
SA-059-21HB

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
MUSIC ZIRCONIA TALENT, LLC F/S/O ARENA

2. The term of this Agreement is: **07/30/21** through **07/30/21** **FED ID:**

3. The maximum amount of this Agreement is: **$1,250.00**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work **– To provide "Arena" in The Hangar on Friday, July 30 at the 2021 OC Fair. See Page 2 for additional details.**	Pages 1 – 4
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 5
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 6 – 9
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 10 – 13
Exhibit E – Hangar House Rider (Insurance Requirements) (Attached hereto as part of this agreement)	Pages 14 – 18
Exhibit F – Covid-19 Infection Mitigation Protocol & Procedure (Attached hereto as part of this agreement)	Pages 19 – 21

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
MUSIC ZIRCONIA TALENT, LLC F/S/O ARENA

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Michael Twombly, Owner

CONTRACTOR BUSINESS ADDRESS
5595 Magnatron Blvd. Ste A, San Diego CA 92111
(858) 598-7311 michael@musiczirconia.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Michele Richards, Chief Executive Officer or
Joan Hamill, Chief Business Development Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACT REPRESENTATIVES:

32nd District Agriculture Association
Name: Jeff Willson
Title: Entertainment Supervisor
Phone number: (714) 708-1878

Music Zirconia
Name: Michael Twombly
Title: Owner
Phone number: (858) 598-7311

CONTRACTOR AGREES:

Performance

1. To provide the performance group, "Arena," a tribute to Duran Duran, on Friday, July 30, 2021.

2. To perform two (2) shows approximately 55 - 65 minutes in length on The Hangar stage beginning at 4:30 p.m. and 8:30 p.m. with "Totally Go-Go's" as support. This show will be sold initially at less than 30% capacity for the venue. Additional seating maybe added upon approval of the Orange County Department of Health and at the discretion of the District.

Radius

1. The Hangar at The OC Fair has market exclusivity for this performance. No performance or advertising is allowed for events within a 50 mile radius (Southern Los Angeles, Inland Empire and Orange County) for 60 days prior to the performance date.

Press / Media

1. To refer to the performance venue as "The Hangar at the OC Fair" in all advertising and/or communications including, but not limited to, email, websites, social media outlets and print schedules.
2. To provide biographical, press release information, and current performer imagery as necessary.
3. To make band members available for media and/or promotional opportunities (see Exhibit E).
4. To promote this contracted event via Contractor email and mobile (if available) database(s), and web site.
5. All requests for press inclusion (written, photography, videography) at this performance event must be submitted to, and approved by, the OC Fair Communications Department.

Operations / Production

1. Advance performance with Doug Sturgis, the venue Production Manager, at doug@rkde.net.
2. The Hangar stage will be used by community performers during the day, in advance of this contracted performance. The stage will be clear and the venue vacated a minimum of three (3) hours in advance of the performance for load in, sound check and audience load in. It is imperative that Contractor arrive on time and prepared to facilitate load in and sound check during this short window of time.
3. Doors for the event are at approximately 60 minutes prior to the performance start time.
4. This contract is predicated on the fact that Contractor will be using in-house production as is. Any additional production expense will be financial responsibility of the Contractor. This includes, but is not limited to, backline, transportation of any kind, additional risers, musicians or extra talent, hotel accommodations, pyrotechnics, video, etc. (see Exhibit E).

Contractor Rider

1. The venue Production Manager will review any Contractor rider and attempt to make accommodations if possible, however the venue rider for The Hangar is incorporated into this contract and supersedes Contractor rider.

EXHIBIT A – SCOPE OF WORK (CONT.)

Merchandise

1. Contractor sells: District agrees to waive merchandise split.
2. Contractor must provide notification of merchandise sales a minimum of three days prior to the contracted date. Without this notification, there is no guarantee that merchandise tables, chairs, etc., will be provided.

Video Recording

1. Video recording of performances will only be allowed using simple hand-held devices such as cell phones. Tripods, high-resolution video cameras, multiple-camera recording positions, and other devices, for the purposes of this contract known as "professional video recording," will only be allowed with the permission of the OC Fair Entertainment Department. An origination fee of TWO HUNDRED FIFTY DOLLARS ($250.00) is required in order to receive permission to enlist professional video recording services or video equipment.
2. In cases where professional services are permitted, placement of any/all equipment is at the discretion of the venue Production Manager and may not, under any circumstances, interfere with the experience of customers at the event.
3. Contractor may order a live video feed recording of the performance captured by the District for a fee of TWO HUNDRED FIFTY DOLLARS ($250.00), requested through the OC Fair Entertainment Department. Such recordings will be provided to Contractor on a hard drive once payment is received (check or money order only). Contractor agrees to grant OC Fair the right to use recordings in whole or in part for promotional purposes.
4. If Contractor wishes to seek professional video recording services and to secure a live video recording from the District, a fee of THREE HUNDRED FIFTY DOLLARS ($350.00) is required.

Insurance

1. It is understood that this event includes the contracted performer only, and that there is no direct audience participation. If audience participation is to be included, the proper insurance must be arranged through OC Fair & Events Center Business Services.

Ticketing:

1. The District may, at its discretion, offer group discounts up to 20%.
2. The District may, at its discretion, offer two-for-one tickets to its season ticket holders
3. The District may, at its discretion, offer discounts of up to 50% to the public through its ticket service provider.
4. The District may, at its discretion, offer discounts of up to 50% to the public through internet distribution services such as, but not limited to, Groupon, Goldstar, Living Social, etc.

Other

1. The District reserves the right to terminate any contract, at any time, by giving the Contractor notice in writing at least thirty (30) days prior to the date when such terminations shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

EXHIBIT A – SCOPE OF WORK (CONT.)

2. The District's obligations are subject to Act of God, violent storms, riots, wars, labor difficulties, epidemics, and act or order by any public authority of any cause similar or dissimilar beyond the District's control, or in the event of the destruction of the Hangar or adjoining areas of the Fairgrounds by violent weather, fire, or national or local calamity or any unforeseen fulfillment of this Agreement by the District impossible and appearances of the Contractor impossible. If such an occurrence shall occur necessitating the cancellation of any show(s) which shall be mutually agreed upon between the District and the Contractor, then the Contractor shall be paid on a prorated basis for shows(s) performed. When one (1) show only is presented and condition(s) beyond the control of the Contractor and District which would prevent the start of the show at the scheduled time it is mutually agreed that the show can be delayed a maximum of 90 minutes to correct such condition and to present herein.

DISTRICT AGREES:

Payment

1. To pay Contractor a total sum not to exceed ONE THOUSAND TWO HUNDRED FIFTY DOLLARS ($1,250.00) upon satisfactory completion of work herein required. Payment will be made NET 10 and delivered via US Mail.

Operations / Production

1. To provide The Hangar stage, lights and sound. Backline is not included (see Exhibit E).
2. To provide box office, ticket takers, security, usher staff and concessions.

Accommodations

1. To provide a 10' X 20' dressing room trailer in the backstage area.
2. To provide a deli style meal, bottled water and soft drinks for eight band members, crew and management. Any catering beyond these parameters will be at the sole expense of the Artist (see Exhibit E).

Credentials

1. To provide complimentary parking and admission for band members, crew and management only.
2. To provide twenty (20) complimentary performance tickets upon request. Please request through venue Production Manager at hangarproduction@ocfair.com. Guest tickets include free admission to the OC Fair and the performance event, but do not include parking.

Event Marketing

1. To provide marketing, advertising and promotion as part of the 2021 OC Fair collateral material.

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5770-70

PAYMENT PROVISIONS:

To pay Contractor a total sum not to exceed ONE THOUSAND TWO HUNDRED FIFTY DOLLARS ($1,250.00) upon satisfactory completion of work herein required. Payment will be made NET 10 and delivered via US Mail.

Payment will be made by 32nd District Agricultural Association, State of California-issued check. As an agency of the State of California, the venue is not permitted to provide performance deposits in advance of the performance date.

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Friday, July 30, 2021, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL:**
   This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
   No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
   Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
   Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
   The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR*:***
   Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:
During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:
Time is of the essence in this Agreement.

13. COMPENSATION:
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:
The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE BASED OFF THE SCOPE OF WORK)

CCC-04/2017 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS:
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST:
Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Current State Employees (Pub. Contract Code §10410):
1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):
1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE:
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

6. **RESOLUTION:**
A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. **AIR OR WATER POLLUTION VIOLATION:**
Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. **PAYEE DATA RECORD FORM STD. 204:**
This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES
Performer, Artist, and Contractor (hereinafter referred to as "Contractor") shall adhere to all starting and ending times as indicated in this Agreement.

CURFEW
There is a strict 10:30 p.m. curfew in effect unless an extension of curfew is approved by the 32nd District Agricultural Association (hereinafter referred to as "District") prior to the performance. If this curfew is not adhered to, Contractor shall be liable and subject to litigation and fines by the State of California for breach of contract. These fines shall be one thousand dollars ($1,000.00) per minute for the first five (5) minutes and an additional ten thousand dollars ($10,000.00) for any period thereafter.

PAYMENT
Contractor shall be paid by District check upon completion of performance. There shall be no cash payments and no check cashing shall be authorized. Contractors who are non-residents of California will be subject to State withholding by the Franchise Tax Board at a rate of seven percent (7%) unless a Form 590 has been completed and returned to the District.

PUBLIC ACCESS TO FACILITY
The facility will be open to the public approximately 60 minutes prior to the start of the show. There shall be no exceptions to this stated time. This requirement is necessary to meet safety and crowd control procedures set by the State of California Fire Marshal and the Orange County Sheriff's Department.

DECIBEL LEVEL
Sound pressure levels must not exceed:

1. 85 dB, no weighting, averaged over a 5-minute period at directly backstage. Random readings will be taken throughout sound check and performance.
2. 95 dB, no weighting, averaged over a 5-minute period at FOH.
3. 55 dB, LEQ average in surrounding neighborhoods (distance is typically 1,000 feet or more from the Hangar FOH location).
4. If any one (1) of the above conditions is exceeded, regardless of compliance in the remaining areas, Contractor will be asked to reduce levels to comply.

House sound will include stage monitors. District Agrees to use Contractor's monitor system, at Contractor's request, at no additional cost to the District.

Contractor shall be bound by the sound covenant and shall at all times during any pre-concert sound checks and the concert operate within the sound restrictions. Contractor agrees that upon discovery or notification of any occurrence of sound level exceedance by either the District, or a designated sound monitor or other designee, Contractor shall immediately adjust the sound level to come into compliance with sound level specifications. If repeated sound level violations occur within concert performance after such notification, Contractor agrees to immediately terminate the concert.

In addition to the above terms, Contractor agrees that the District, in exercise of its discretion and judgment, retains all rights to adjust the sound level or terminate the concert performance as it may deem necessary to ensure compliance with the sound restrictions.

MEDIA - WEBSITE
The District requires that the Contractor place specific information about the contracted event at the OC Fair on its website. Information should include the entertainer's name, date, time of performance(s) at the OC Fair, and a web link to OC Fair website (www.ocfair.com).

MEDIA - INTERVIEW
The District also requests that the Contractor consent to at least one (1), fifteen (15)-minute promotional interview with a local radio station in advance of their performance at the OC Fair. Radio station to be selected by the District.

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

MEDIA - VIDEO
Local affiliates of national television networks, upon issuance of proper District press credentials and approval of Contractor's representative, shall be allowed to videotape up to three (3) minutes of performance for news purposes only. The District actively discourages all non-legitimate videotaping activity.

MEDIA - STILL PHOTOGRAPHY
Representatives of legitimate press organizations, upon issuance of proper District press credentials, shall be allowed to photograph a portion of the performance for review purposes only. The District actively discourages all non-legitimate use of still photography.

MEET & GREETS
The District requests that the Contractor participate in a pre-performance or post-performance meet & greet as arranged by the venue.

PRODUCTION
This contract is predicated on the fact that Contractor will be using in-house production as is. The District will provide The Hangar stage, lights and sound. Backline is not included. Approximately two (2) hours are allotted to set the stage and perform soundcheck.

Any additional gear required will be at the sole expense of the Contractor. This includes but is not limited to: backline, transportation, additional riser(s), musicians or additional talent, pyrotechnics, etc. Any labor required to strike and restore changes to existing truss system is at the sole expense of the Contractor.

The Contractor is welcome to bring additional production equipment, such as monitor systems, FOH console(s), lighting console(s), and additional lighting fixtures to be added to the pre-existing truss system. The cost of setting up additional equipment is the sole responsibility of the Contractor.

If seats are killed as a result of any gear that is brought in specifically for a Hangar performance, the Contractor will be charged back the face value of the killed seats plus any refund amount required to relocate guests who have purchased seats the must be killed.

SOUND AND LIGHTS
Contractor agrees to use District-provided industry standard sound and lighting equipment. Any other expense for gear and associated labor to install, strike or cause any other expense is at the sole cost of the Contractor.

RENTAL EQUIPMENT
The District may provide, but will not be responsible for payment of rental equipment, unless otherwise specifically stated in this Agreement.

HOSPITALITY
The District may provide meal service, when contracted, chosen from a District-determined menu. District will use Contractor's contract rider as a guide, but will be the final determiner of the meal that is served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e., tour bus food service) may be requested by the Contractor at the Contractor's expense from the on-site caterer. The District will not provide alcohol, tobacco, vape and cannabis products, nor will runners be available to secure these items. The OC Fair is a smoke-free event and the use of tobacco, vape and cannabis therein is strictly forbidden.

SPONSORSHIPS
The District's sponsorships will take precedence over Contractor's sponsorships. Contractors who have a sponsor will receive one-half (1/2) the number of signs, posters, impressions compared to the number of the District's sponsor. Contractor's sponsorship signage may be used only with District Management's approval. The District's CEO and sponsorship manager shall be notified prior to the signing of this Agreement of any potential conflicts related to sponsors. Contractors shall not receive any revenues from District sponsorships.

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

The Hangar is eligible for two (2) sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Hangar.

FORCE MAJEURE CLAUSE

The District's obligations are subject to Act of God, violent storms, riots, wars, labor difficulties, epidemics, and act or order by any public authority of any cause similar or dissimilar beyond the District's control, or in the event of the destruction of the Hangar or adjoining areas of the Fairgrounds by violent weather, fire, or national or local calamity or any unforeseen fulfillment of this Agreement by the District impossible and appearances of the Contractor impossible. If such an occurrence shall occur necessitating the cancellation of any show(s) which shall be mutually agreed upon between the District and the Contractor, then the Contractor shall be paid on a prorated basis for shows(s) performed. When one (1) show only is presented and condition(s) beyond the control of the Contractor and District which would prevent the start of the show at the scheduled time it is mutually agreed that the show can be delayed a maximum of 90 minutes to correct such condition and to present herein.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers' Compensation Insurance for its employees as required by law. Prior to date of performance, all performers shall submit to the District proof of valid Workers' Compensation Insurance coverage for all of their employees, unless performer has certified on Payee Data Record – STD. 204, that he/she is a sole proprietor and has no employees. It is mutually agreed that the District is relying upon the Contractor's specific representation and warranty that it has the proper Workers Compensation Insurance and that the Contractor will indemnify and hold harmless the District in the event it did not have the insurance.

Contractor further certifies that by signing this Agreement, Contractor will comply with such provisions under Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code immediately upon hiring any employee and before commencing the performance of this Agreement.

INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, and employees from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents).

COPYRIGHT INFRINGEMENT INDEMNIFICATION

Contractor warrants and represents that no musical, literary, or artistic work or other property protected by copyright will be performed, reproduced or used in the performance of this Agreement unless Contractor has previously thereto obtained written permission from the copyright holder or is otherwise exempt under 17 U.S.C. §§110:

"notwithstanding the provisions of Section 106, the following are not infringements of copyright:…

(6) performance of a nondramatic musical work by a governmental body or a nonprofit agricultural or horticultural organization, in the course of an annual agricultural or horticultural fair or exhibition conducted by such body or organization; the exemption provided by this clause shall extend to any liability for copyright infringement that would otherwise be imposed on such body or organization, under doctrines of vicarious liability or related infringement for a performance by a concessionaire, business establishment, or other person at such fair or exhibition, but shall not excuse any such person from liability for the performance."

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

Contractor acknowledges that Contractor acts under this Agreement as an independent contractor charged with the responsibility, in Contractor's sole discretion, for selection, performance, reproduction and use of such musical, literary and artistic works as contractor deems appropriate and that Contractor undertakes strict compliance with all laws respecting copyrights and the performance, reproduction and use of musical, literary and artistic works.

Contractor warrants that in the performance of this Agreement, Contractor will not infringe any statutory, common law or other right of any person in performing, reproducing or otherwise making use of any work or material. Contractor will indemnify, save and hold harmless the State and its agencies, including District, and their officers, agents, employees and servants from and against all claims, costs, and expenses (including legal fees), demands, actions and liability of every kind and character whatsoever with respect to copyright and the performance, reproduction and use of musical, literary and artistic works. Contractor authorizes the withholding of payment under this Agreement pending the final disposition of any claim which may result from the foregoing indemnification.

MISCELLANEOUS

The performance may be emceed by (i.e. "welcomed by") a local market radio station personality. In no way shall this be considered a "co-promotion" or "presented by" situation. Contractor shall be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall provide to the District any and all available materials, specifically to include biographical information, photographs, audio and/or video tapes (beta only) for District's use in promotional, collateral and advertising material for this event/performance.

All promotional, collateral and advertising material for the event will be developed and approved by the District. This material will be executed in a festival-style approach. All Contractor names including spelling, capitalization, and addendums must be designated in contracts. Changes cannot be made after the contract has been finalized.

Contractor will not have prior approval of any Fair-related promotional or advertising material. All Contractor guidelines must be outlined in contracts and will be incorporated as indicated.

No preferential changes of images provided by Contractor's management or publicity agents will be permitted unless provided image is no longer valid due to personnel changes.

CONTRACTOR COMPLIMENTARY TICKETS

The District will provide the Contractor with a reasonable number of complimentary concert tickets. The amount will be negotiated at the point of booking and any tickets past that amount must be purchased by the Contractor. Should the show carry a co-headliner, support or an opening act, that number will be reduced proportionately. Contractor's guests will be subject to a parking charge at the event. If available, the Contractor may purchase additional tickets through the OC Fair box office.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

PROFANE OR OBSCENE LANGUAGE

This is a State of California facility and all performances will be viewed by adults and children alike. The use of profane or obscene language or gestures will not be tolerated. Any display of such language or gestures by any contracted performer, their crew, or their representatives or associates while in the view or earshot of any Fair guest will be a finable offense subject to ONE THOUSAND DOLLARS ($1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

OFFENSIVE OR POLITICAL STATEMENTS OR PROPS

The display of offensive, political or controversial statements, slogans, flags (specifically the Confederate flag) or emblems as part of branding or decoration will not be tolerated. Any display by any contracted performer, their crew, or their representatives or associates while in the view of any Fair guest will be a finable offense subject to ONE THOUSAND DOLLARS ($1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.

CONFLICT OF LAWS OR TERMS

It is expressly understood and agreed that this Agreement shall be governed by the laws of the State of California both substantive and procedural. In the case of conflict between the District/State Documents and Contractor's Documents, the District/State Documents shall prevail if the parties can not mutually agree upon a resolution of the conflict.

CONTRACTOR'S POWER AND AUTHORITY

Contractor or Contractor's designee as signatory to this Agreement is empowered and has the authority to enter into this Agreement and bind Contractor to the terms and conditions contained herein. If the Contractor is not signing and contracting in own name to perform the entertainment services, then whatever business entity is signing and contracting to provide the services of the Contractor shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation "F/S/O" (for the services of) and immediately followed by the name of the performing Contractor on the preprinted blank line on the first page.

-End Exhibit E-

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

V06042020

1. **SCOPE**
As a result of the worldwide COVID-19 pandemic, the 32nd District Agricultural Association (OCFEC) implemented numerous essential protocols and procedures to protect OCFEC staff, renters, event promoter/producer employees, exhibitors, vendors, contractors, subcontractors, volunteers and members of the public. These protocols and procedures do not supersede or replace any existing orders issued by local governments, the State of California or the Federal Government. The protocol and procedure guidelines (COVID-19 Guidelines) apply equally to all organizations and persons doing business on OCFEC property, both public and private, and all event types, commercial, trade or other, hosted at the OCFEC.

2. **SICK, ELDERLY AND VULNERABLE PERSONS**
Anyone who feels sick should remain at home. In addition, high-risk persons who are over 65 years of age, or anyone with chronic illness or underlying medical conditions, should continue to follow recommendations to stay at home and limit public interaction.

3. **PHYSICAL DISTANCING IN THE WORKPLACE**
Physical distancing of a minimum of six (6) feet should be maintained between customer-facing employees and the general public, and – to the extent practical – between employees in the field or at employee workstations. Where isolation of employees in the field or at employee workstations is impractical, face coverings must be worn without exception.

4. **HANDWASHING, PERSONAL PROTECTIVE EQUIPMENT, AND TESTING**
Renters, event promoters, event producers, exhibitors, vendors, and their respective contractors, subcontractors and volunteers (collectively, “Business Partners”) conducting business at the OCFEC must require all customer-facing employees to either wash their hands or use hand sanitizer every thirty minutes, or wear disposable gloves which are to be changed as frequently as specified by guidelines established for each applicable job assignment. Face coverings must be provided to all employees.

Before starting a shift, all OCFEC employees and all Business Partner employees, must have their temperatures taken and documented, and individual(s) will not be permitted to remain at work if the temperature reading exceeds 100.4 degrees (°) Fahrenheit. Affected individual(s) may only return to work after registering and documenting their temperature reading below 100.4° Fahrenheit for seventy-two (72) consecutive hours.

All OCFEC event attendees, before entering OCFEC premises, must have their temperatures taken and documented. Any OCFEC event attendee with a temperature reading above 100.4° Fahrenheit will not be permitted to attend the event and will be required to immediately leave the OCFEC premises. Paid admission/parking fee refunds will be subject to processing schedule.

All competitive professional and amateur sports participants, including youth sports participants, must be tested for COVID-19 at least one (1) week before the date of the scheduled competition, and will not be permitted to compete if the intended participant tests positive for COVID-19. If the intended participant tests positive for COVID-19, he/she will not be allowed to participate in any activities at the OCFEC until after (i) receiving a negative result on a subsequent COVID-19 test and (ii) satisfying the specified 14-day (or otherwise governmentally specified) COVID-19 quarantine period.

OCFEC Business Partners should make every effort to limit physical touch points at their respective places of business, including at the OCFEC. All OCFEC event promoters must significantly increase frequency of sanitation and disinfection measures at all workstations and equipment that come into contact with OCFEC employees and the general public. All OCFEC Business Partners must assess and identify the frequency of necessary sanitation and disinfection practices, and will review and agree upon a sanitation and disinfection schedule with the OCFEC.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

Face coverings and disposable gloves must be worn by all OCFEC Business Partner customer-facing employees. All OCFEC event attendees and visitors must wear appropriate face coverings. Physical barriers, if available, are preferred but not required as the general public will make the personal decision of whether to attend an event at the OCFEC and/or patronize an OCFEC Business Partner. For the benefit of the public, OCFEC employees and Business Partner employees, handwashing or hand sanitizing should be done as soon as possible following the handling of materials that come in contact with the general public.

5. **EVENT ATTENDANCE LIMITATIONS**

Attendance at all OCFEC events, including all move-in and move-out activities, must be limited at any given time, to no more than the current maximum attendance levels permitted by all applicable local and state orders or laws.

OCFEC Business Partners must establish and actively enforce measures to monitor and ensure attendance limitation compliance. If an OFCEC Business Partner fails to comply with event attendance limitations, the OCFEC in its sole and absolute discretion may cancel the event without notice and refer the matter to local law enforcement.

6. **OCFEC BUSINESS PARTNER COMPLIANCE**

OCFEC Business Partners shall make every effort to assure compliance with COVID-19 related mitigation requirements. If an OCFEC Business Partner fails to comply with these COVID-19 Guidelines, the OCFEC in its sole and absolute discretion may close non-compliant event spaces, exhibitor spaces or other such rental spaces, or may cancel the event without notice and refer the matter to local law enforcement.

7. **COVID-19 RELEASE AND WAIVER OF LIABILITY**

As consideration for being permitted to conduct event activities at the OCFEC, OCFEC Business Partners must acknowledge and agree to all COVID-19 Pandemic and related governmental orders, directives and guidelines, and forever release the 32nd District Agricultural Association, the State, California Fair Services Authority ("CFSA"), the County, the Lessor, and any fair affiliated organization, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner's employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner's participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.

8. **EVENT ORGANIZATION PROTOCOLS**

Each OCFEC Business Partner must submit event organization-specific COVID-19 related infection mitigation protocols and procedures for OCFEC review and approval no later thirty (30) days before the event's scheduled move-in date. The OCFEC reserves the right to reject any protocols and procedures that are in conflict with, or are less stringent than, the COVID-19 Guidelines. If the OCFEC rejects the OCFEC Business Partner's COVID-19 related infection mitigation protocols and procedures, the OCFEC Business Partner must resubmit revised infection mitigation protocols and procedures for review no less than fifteen (15) days before the event's scheduled move-in date. If OCFEC Business Partner fails to submit the COVID-19 related infection mitigation protocols and procedures on time, the OCFEC in its sole and absolute discretion may terminate the agreement and cancel the event without notice.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

9. **FURTHER ACTION AS NECESSARY**

The OCFEC reserves the right to modify these COVID-19 Guidelines as circumstances warrant. Specifically, the OCFEC recognizes that additional restrictions not reflected in these guidelines may be necessary to address the health and safety of certain populations depending upon their age or underlying health concerns, or otherwise to address medical issues as they arise.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

I HAVE CAREFULLY READ THIS AGREEMENT EXHIBIT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A CONTRACTUAL AGREEMENT BETWEEN MYSELF AND THE 32ND DISTRICT AGRICULTURAL ASSOCIATION, THE STATE, CFSA, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed on _____, 20____.

OCFEC BUSINESS PARTNER:

_____
Signature

_____
Address

_____
City State ZIP

-End Exhibit F-

STATE OF CALIFORNIA
STANDARD AGREEMENT R_____ A_____ F_____
STD 213 (Rev. 03/2019)

AGREEMENT NUMBER
SA-051-21HB

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
MUSIC ZIRCONIA TALENT, LLC F/S/O LED ZEPPLICA

2. The term of this Agreement is: **08/14/21** through **08/14/21** **FED ID:**

3. The maximum amount of this Agreement is: **$2,500.00**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work **– To provide "Led Zepplica." in The Hangar on August 14 at the 2021 OC Fair. See Page 2 for additional details.**	Pages 1 – 4
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 5
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 6 – 9
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 10 – 13
Exhibit E – Hangar House Rider (Insurance Requirements) (Attached hereto as part of this agreement)	Pages 14 – 18
Exhibit F – Covid-19 Infection Mitigation Protocol & Procedure (Attached hereto as part of this agreement)	Pages 19 – 21

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
MUSIC ZIRCONIA TALENT, LLC F/S/O LED ZEPPLICA

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Michael Twombly, Owner

CONTRACTOR BUSINESS ADDRESS
5595 Magnatron Blvd. Ste A, San Diego CA 92111
(858) 598-7311 michael@musiczirconia.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Michele Richards, Chief Executive Officer or
Joan Hamill, Chief Business Development Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACT REPRESENTATIVES:

32nd District Agriculture Association
Name: Jeff Willson
Title: Entertainment Supervisor
Phone number: (714) 708-1878

Music Zirconia
Name: Michael Twombly
Title: Owner
Phone number: (858) 598-7311

CONTRACTOR AGREES:

Performance

1. To provide the performance group "Led Zepplica" on Saturday, August 14, 2021.
2. To perform two (2) shows approximately 75 - 90 minutes in length on The Hangar stage beginning at 4:30 p.m. and 8:30 p.m. These shows will be sold initially at less than 30% capacity for the venue. Additional seating maybe added upon approval of the Orange County Department of Health and at the discretion of the District.

Radius

1. The Hangar at The OC Fair has market exclusivity for this performance. No performance or advertising is allowed for events within a 50 mile radius (Southern Los Angeles, Inland Empire and Orange County) for 60 days prior to the performance date.

Press / Media

1. To refer to the performance venue as "The Hangar at the OC Fair" in all advertising and/or communications including, but not limited to, email, websites, social media outlets and print schedules.
2. To provide biographical, press release information, and current performer imagery as necessary.
3. To make band members available for media and/or promotional opportunities (see Exhibit E).
4. To promote this contracted event via Contractor email and mobile (if available) database(s), and web site.
5. All requests for press inclusion (written, photography, videography) at this performance event must be submitted to, and approved by, the OC Fair Communications Department.

Operations / Production

1. Advance performance with Doug Sturgis, the venue Production Manager, at doug@rkde.net.
2. The Hangar stage will be used by community performers during the day, in advance of this contracted performance. The stage will be clear and the venue vacated a minimum of three (3) hours in advance of the performance for load in, sound check and audience load in. It is imperative that Contractor arrive on time and prepared to facilitate load in and sound check during this short window of time.
3. Doors for the event are at approximately 60 minutes prior to the performance start time.
4. This contract is predicated on the fact that Contractor will be using in-house production as is. Any additional production expense will be financial responsibility of the Contractor. This includes, but is not limited to, backline, transportation of any kind, additional risers, musicians or extra talent, hotel accommodations, pyrotechnics, video, etc. (see Exhibit E).

Contractor Rider

1. The venue Production Manager will review any Contractor rider and attempt to make accommodations if possible, however the venue rider for The Hangar is incorporated into this contract and supersedes Contractor rider.

EXHIBIT A – SCOPE OF WORK (CONT.)

Merchandise

1. Contractor sells: District agrees to waive merchandise split.
2. Contractor must provide notification of merchandise sales a minimum of three days prior to the contracted date. Without this notification, there is no guarantee that merchandise tables, chairs, etc., will be provided.

Video Recording

1. Video recording of performances will only be allowed using simple hand-held devices such as cell phones. Tripods, high-resolution video cameras, multiple-camera recording positions, and other devices, for the purposes of this contract known as "professional video recording," will only be allowed with the permission of the OC Fair Entertainment Department. An origination fee of TWO HUNDRED FIFTY DOLLARS ($250.00) is required in order to receive permission to enlist professional video recording services or video equipment.
2. In cases where professional services are permitted, placement of any/all equipment is at the discretion of the venue Production Manager and may not, under any circumstances, interfere with the experience of customers at the event.
3. Contractor may order a live video feed recording of the performance captured by the District for a fee of TWO HUNDRED FIFTY DOLLARS ($250.00), requested through the OC Fair Entertainment Department. Such recordings will be provided to Contractor on a hard drive once payment is received (check or money order only). Contractor agrees to grant OC Fair the right to use recordings in whole or in part for promotional purposes.
4. If Contractor wishes to seek professional video recording services and to secure a live video recording from the District, a fee of THREE HUNDRED FIFTY DOLLARS ($350.00) is required.

Insurance

1. It is understood that this event includes the contracted performer only, and that there is no direct audience participation. If audience participation is to be included, the proper insurance must be arranged through OC Fair & Events Center Business Services.

Ticketing:

1. The District may, at its discretion, offer group discounts up to 20%.
2. The District may, at its discretion, offer two-for-one tickets to its season ticket holders
3. The District may, at its discretion, offer discounts of up to 50% to the public through its ticket service provider.
4. The District may, at its discretion, offer discounts of up to 50% to the public through internet distribution services such as, but not limited to, Groupon, Goldstar, Living Social, etc.

Other

1. The District reserves the right to terminate any contract, at any time, by giving the Contractor notice in writing at least thirty (30) days prior to the date when such terminations shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

EXHIBIT A – SCOPE OF WORK (CONT.)

2. The District's obligations are subject to Act of God, violent storms, riots, wars, labor difficulties, epidemics, and act or order by any public authority of any cause similar or dissimilar beyond the District's control, or in the event of the destruction of the Hangar or adjoining areas of the Fairgrounds by violent weather, fire, or national or local calamity or any unforeseen fulfillment of this Agreement by the District impossible and appearances of the Contractor impossible. If such an occurrence shall occur necessitating the cancellation of any show(s) which shall be mutually agreed upon between the District and the Contractor, then the Contractor shall be paid on a prorated basis for shows(s) performed. When one (1) show only is presented and condition(s) beyond the control of the Contractor and District which would prevent the start of the show at the scheduled time it is mutually agreed that the show can be delayed a maximum of 90 minutes to correct such condition and to present herein.

DISTRICT AGREES:

Payment

1. To pay Contractor a total sum not to exceed TWO THOUSAND FIVE HUNDRED DOLLARS ($2,500.00) upon satisfactory completion of work herein required. Payment will be made NET 10 and delivered via US Mail.

Operations / Production

1. To provide The Hangar stage, lights and sound. Backline is not included (see Exhibit E).
2. To provide box office, ticket takers, security, usher staff and concessions.

Accommodations

1. To provide a 10' X 20' dressing room trailer in the backstage area.
2. To provide a deli style meal, bottled water and soft drinks for eight band members, crew and management. Any catering beyond these parameters will be at the sole expense of the Artist (see Exhibit E).

Credentials

1. To provide complimentary parking and admission for band members, crew and management only.
2. To provide twenty (20) complimentary performance tickets upon request. Please request through venue Production Manager at hangarproduction@ocfair.com. Guest tickets include free admission to the OC Fair and the performance event, but do not include parking.

Event Marketing

1. To provide marketing, advertising and promotion as part of the 2021 OC Fair collateral material.

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5770-70

PAYMENT PROVISIONS:

To pay Contractor a total sum not to exceed TWO THOUSAND FIVE HUNDRED DOLLARS ($2,500.00) upon satisfactory completion of work herein required. Payment will be made NET 10 and delivered via US Mail.

Payment will be made by 32nd District Agricultural Association, State of California-issued check. As an agency of the State of California, the venue is not permitted to provide performance deposits in advance of the performance date.

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Saturday, August 14, 2021, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL:**
   This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
   No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
   Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
   Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
   The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR*:***
   Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:
During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:
Time is of the essence in this Agreement.

13. COMPENSATION:
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:
The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE BASED OFF THE SCOPE OF WORK)

CCC-04/2017 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS:
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST:
Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Current State Employees (Pub. Contract Code §10410):
1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):
1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE:
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

6. **RESOLUTION:**
   A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. **AIR OR WATER POLLUTION VIOLATION:**
   Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. **PAYEE DATA RECORD FORM STD. 204:**
   This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES
Performer, Artist, and Contractor (hereinafter referred to as "Contractor") shall adhere to all starting and ending times as indicated in this Agreement.

CURFEW
There is a strict 10:30 p.m. curfew in effect unless an extension of curfew is approved by the 32nd District Agricultural Association (hereinafter referred to as "District") prior to the performance. If this curfew is not adhered to, Contractor shall be liable and subject to litigation and fines by the State of California for breach of contract. These fines shall be one thousand dollars ($1,000.00) per minute for the first five (5) minutes and an additional ten thousand dollars ($10,000.00) for any period thereafter.

PAYMENT
Contractor shall be paid by District check upon completion of performance. There shall be no cash payments and no check cashing shall be authorized. Contractors who are non-residents of California will be subject to State withholding by the Franchise Tax Board at a rate of seven percent (7%) unless a Form 590 has been completed and returned to the District.

PUBLIC ACCESS TO FACILITY
The facility will be open to the public approximately 60 minutes prior to the start of the show. There shall be no exceptions to this stated time. This requirement is necessary to meet safety and crowd control procedures set by the State of California Fire Marshal and the Orange County Sheriff's Department.

DECIBEL LEVEL
Sound pressure levels must not exceed:

1. 85 dB, no weighting, averaged over a 5-minute period at directly backstage. Random readings will be taken throughout sound check and performance.
2. 95 dB, no weighting, averaged over a 5-minute period at FOH.
3. 55 dB, LEQ average in surrounding neighborhoods (distance is typically 1,000 feet or more from the Hangar FOH location).
4. If any one (1) of the above conditions is exceeded, regardless of compliance in the remaining areas, Contractor will be asked to reduce levels to comply.

House sound will include stage monitors. District Agrees to use Contractor's monitor system, at Contractor's request, at no additional cost to the District.

Contractor shall be bound by the sound covenant and shall at all times during any pre-concert sound checks and the concert operate within the sound restrictions. Contractor agrees that upon discovery or notification of any occurrence of sound level exceedance by either the District, or a designated sound monitor or other designee, Contractor shall immediately adjust the sound level to come into compliance with sound level specifications. If repeated sound level violations occur within concert performance after such notification, Contractor agrees to immediately terminate the concert.

In addition to the above terms, Contractor agrees that the District, in exercise of its discretion and judgment, retains all rights to adjust the sound level or terminate the concert performance as it may deem necessary to ensure compliance with the sound restrictions.

MEDIA - WEBSITE
The District requires that the Contractor place specific information about the contracted event at the OC Fair on its website. Information should include the entertainer's name, date, time of performance(s) at the OC Fair, and a web link to OC Fair website (www.ocfair.com).

MEDIA - INTERVIEW
The District also requests that the Contractor consent to at least one (1), fifteen (15)-minute promotional interview with a local radio station in advance of their performance at the OC Fair. Radio station to be selected by the District.

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

MEDIA - VIDEO
Local affiliates of national television networks, upon issuance of proper District press credentials and approval of Contractor's representative, shall be allowed to videotape up to three (3) minutes of performance for news purposes only. The District actively discourages all non-legitimate videotaping activity.

MEDIA - STILL PHOTOGRAPHY
Representatives of legitimate press organizations, upon issuance of proper District press credentials, shall be allowed to photograph a portion of the performance for review purposes only. The District actively discourages all non-legitimate use of still photography.

MEET & GREETS
The District requests that the Contractor participate in a pre-performance or post-performance meet & greet as arranged by the venue.

PRODUCTION
This contract is predicated on the fact that Contractor will be using in-house production as is. The District will provide The Hangar stage, lights and sound. Backline is not included. Approximately two (2) hours are allotted to set the stage and perform soundcheck.

Any additional gear required will be at the sole expense of the Contractor. This includes but is not limited to: backline, transportation, additional riser(s), musicians or additional talent, pyrotechnics, etc. Any labor required to strike and restore changes to existing truss system is at the sole expense of the Contractor.

The Contractor is welcome to bring additional production equipment, such as monitor systems, FOH console(s), lighting console(s), and additional lighting fixtures to be added to the pre-existing truss system. The cost of setting up additional equipment is the sole responsibility of the Contractor.

If seats are killed as a result of any gear that is brought in specifically for a Hangar performance, the Contractor will be charged back the face value of the killed seats plus any refund amount required to relocate guests who have purchased seats the must be killed.

SOUND AND LIGHTS
Contractor agrees to use District-provided industry standard sound and lighting equipment. Any other expense for gear and associated labor to install, strike or cause any other expense is at the sole cost of the Contractor.

RENTAL EQUIPMENT
The District may provide, but will not be responsible for payment of rental equipment, unless otherwise specifically stated in this Agreement.

HOSPITALITY
The District may provide meal service, when contracted, chosen from a District-determined menu. District will use Contractor's contract rider as a guide, but will be the final determiner of the meal that is served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e., tour bus food service) may be requested by the Contractor at the Contractor's expense from the on-site caterer. The District will not provide alcohol, tobacco, vape and cannabis products, nor will runners be available to secure these items. The OC Fair is a smoke-free event and the use of tobacco, vape and cannabis therein is strictly forbidden.

SPONSORSHIPS
The District's sponsorships will take precedence over Contractor's sponsorships. Contractors who have a sponsor will receive one-half (1/2) the number of signs, posters, impressions compared to the number of the District's sponsor. Contractor's sponsorship signage may be used only with District Management's approval. The District's CEO and sponsorship manager shall be notified prior to the signing of this Agreement of any potential conflicts related to sponsors. Contractors shall not receive any revenues from District sponsorships.

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

The Hangar is eligible for two (2) sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Hangar.

FORCE MAJEURE CLAUSE

The District's obligations are subject to Act of God, violent storms, riots, wars, labor difficulties, epidemics, and act or order by any public authority of any cause similar or dissimilar beyond the District's control, or in the event of the destruction of the Hangar or adjoining areas of the Fairgrounds by violent weather, fire, or national or local calamity or any unforeseen fulfillment of this Agreement by the District impossible and appearances of the Contractor impossible. If such an occurrence shall occur necessitating the cancellation of any show(s) which shall be mutually agreed upon between the District and the Contractor, then the Contractor shall be paid on a prorated basis for shows(s) performed. When one (1) show only is presented and condition(s) beyond the control of the Contractor and District which would prevent the start of the show at the scheduled time it is mutually agreed that the show can be delayed a maximum of 90 minutes to correct such condition and to present herein.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers' Compensation Insurance for its employees as required by law. Prior to date of performance, all performers shall submit to the District proof of valid Workers' Compensation Insurance coverage for all of their employees, unless performer has certified on Payee Data Record – STD. 204, that he/she is a sole proprietor and has no employees. It is mutually agreed that the District is relying upon the Contractor's specific representation and warranty that it has the proper Workers Compensation Insurance and that the Contractor will indemnify and hold harmless the District in the event it did not have the insurance.

Contractor further certifies that by signing this Agreement, Contractor will comply with such provisions under Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code immediately upon hiring any employee and before commencing the performance of this Agreement.

INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, and employees from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents).

COPYRIGHT INFRINGEMENT INDEMNIFICATION

Contractor warrants and represents that no musical, literary, or artistic work or other property protected by copyright will be performed, reproduced or used in the performance of this Agreement unless Contractor has previously thereto obtained written permission from the copyright holder or is otherwise exempt under 17 U.S.C. §§110:

"notwithstanding the provisions of Section 106, the following are not infringements of copyright:…

(6) performance of a nondramatic musical work by a governmental body or a nonprofit agricultural or horticultural organization, in the course of an annual agricultural or horticultural fair or exhibition conducted by such body or organization; the exemption provided by this clause shall extend to any liability for copyright infringement that would otherwise be imposed on such body or organization, under doctrines of vicarious liability or related infringement for a performance by a concessionaire, business establishment, or other person at such fair or exhibition, but shall not excuse any such person from liability for the performance."

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

Contractor acknowledges that Contractor acts under this Agreement as an independent contractor charged with the responsibility, in Contractor's sole discretion, for selection, performance, reproduction and use of such musical, literary and artistic works as contractor deems appropriate and that Contractor undertakes strict compliance with all laws respecting copyrights and the performance, reproduction and use of musical, literary and artistic works.

Contractor warrants that in the performance of this Agreement, Contractor will not infringe any statutory, common law or other right of any person in performing, reproducing or otherwise making use of any work or material. Contractor will indemnify, save and hold harmless the State and its agencies, including District, and their officers, agents, employees and servants from and against all claims, costs, and expenses (including legal fees), demands, actions and liability of every kind and character whatsoever with respect to copyright and the performance, reproduction and use of musical, literary and artistic works. Contractor authorizes the withholding of payment under this Agreement pending the final disposition of any claim which may result from the foregoing indemnification.

MISCELLANEOUS

The performance may be emceed by (i.e. "welcomed by") a local market radio station personality. In no way shall this be considered a "co-promotion" or "presented by" situation. Contractor shall be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall provide to the District any and all available materials, specifically to include biographical information, photographs, audio and/or video tapes (beta only) for District's use in promotional, collateral and advertising material for this event/performance.

All promotional, collateral and advertising material for the event will be developed and approved by the District. This material will be executed in a festival-style approach. All Contractor names including spelling, capitalization, and addendums must be designated in contracts. Changes cannot be made after the contract has been finalized.

Contractor will not have prior approval of any Fair-related promotional or advertising material. All Contractor guidelines must be outlined in contracts and will be incorporated as indicated.

No preferential changes of images provided by Contractor's management or publicity agents will be permitted unless provided image is no longer valid due to personnel changes.

CONTRACTOR COMPLIMENTARY TICKETS

The District will provide the Contractor with a reasonable number of complimentary concert tickets. The amount will be negotiated at the point of booking and any tickets past that amount must be purchased by the Contractor. Should the show carry a co-headliner, support or an opening act, that number will be reduced proportionately. Contractor's guests will be subject to a parking charge at the event. If available, the Contractor may purchase additional tickets through the OC Fair box office.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

PROFANE OR OBSCENE LANGUAGE

This is a State of California facility and all performances will be viewed by adults and children alike. The use of profane or obscene language or gestures will not be tolerated. Any display of such language or gestures by any contracted performer, their crew, or their representatives or associates while in the view or earshot of any Fair guest will be a finable offense subject to ONE THOUSAND DOLLARS ($1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

OFFENSIVE OR POLITICAL STATEMENTS OR PROPS

The display of offensive, political or controversial statements, slogans, flags (specifically the Confederate flag) or emblems as part of branding or decoration will not be tolerated. Any display by any contracted performer, their crew, or their representatives or associates while in the view of any Fair guest will be a finable offense subject to ONE THOUSAND DOLLARS ($1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.

CONFLICT OF LAWS OR TERMS

It is expressly understood and agreed that this Agreement shall be governed by the laws of the State of California both substantive and procedural. In the case of conflict between the District/State Documents and Contractor's Documents, the District/State Documents shall prevail if the parties can not mutually agree upon a resolution of the conflict.

CONTRACTOR'S POWER AND AUTHORITY

Contractor or Contractor's designee as signatory to this Agreement is empowered and has the authority to enter into this Agreement and bind Contractor to the terms and conditions contained herein. If the Contractor is not signing and contracting in own name to perform the entertainment services, then whatever business entity is signing and contracting to provide the services of the Contractor shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation "F/S/O" (for the services of) and immediately followed by the name of the performing Contractor on the preprinted blank line on the first page.

-End Exhibit E-

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

V06042020

1. **SCOPE**
As a result of the worldwide COVID-19 pandemic, the 32nd District Agricultural Association (OCFEC) implemented numerous essential protocols and procedures to protect OCFEC staff, renters, event promoter/producer employees, exhibitors, vendors, contractors, subcontractors, volunteers and members of the public. These protocols and procedures do not supersede or replace any existing orders issued by local governments, the State of California or the Federal Government. The protocol and procedure guidelines (COVID-19 Guidelines) apply equally to all organizations and persons doing business on OCFEC property, both public and private, and all event types, commercial, trade or other, hosted at the OCFEC.

2. **SICK, ELDERLY AND VULNERABLE PERSONS**
Anyone who feels sick should remain at home. In addition, high-risk persons who are over 65 years of age, or anyone with chronic illness or underlying medical conditions, should continue to follow recommendations to stay at home and limit public interaction.

3. **PHYSICAL DISTANCING IN THE WORKPLACE**
Physical distancing of a minimum of six (6) feet should be maintained between customer-facing employees and the general public, and – to the extent practical – between employees in the field or at employee workstations. Where isolation of employees in the field or at employee workstations is impractical, face coverings must be worn without exception.

4. **HANDWASHING, PERSONAL PROTECTIVE EQUIPMENT, AND TESTING**
Renters, event promoters, event producers, exhibitors, vendors, and their respective contractors, subcontractors and volunteers (collectively, “Business Partners”) conducting business at the OCFEC must require all customer-facing employees to either wash their hands or use hand sanitizer every thirty minutes, or wear disposable gloves which are to be changed as frequently as specified by guidelines established for each applicable job assignment. Face coverings must be provided to all employees.

Before starting a shift, all OCFEC employees and all Business Partner employees, must have their temperatures taken and documented, and individual(s) will not be permitted to remain at work if the temperature reading exceeds 100.4 degrees (°) Fahrenheit. Affected individual(s) may only return to work after registering and documenting their temperature reading below 100.4° Fahrenheit for seventy-two (72) consecutive hours.

All OCFEC event attendees, before entering OCFEC premises, must have their temperatures taken and documented. Any OCFEC event attendee with a temperature reading above 100.4° Fahrenheit will not be permitted to attend the event and will be required to immediately leave the OCFEC premises. Paid admission/parking fee refunds will be subject to processing schedule.

All competitive professional and amateur sports participants, including youth sports participants, must be tested for COVID-19 at least one (1) week before the date of the scheduled competition, and will not be permitted to compete if the intended participant tests positive for COVID-19. If the intended participant tests positive for COVID-19, he/she will not be allowed to participate in any activities at the OCFEC until after (i) receiving a negative result on a subsequent COVID-19 test and (ii) satisfying the specified 14-day (or otherwise governmentally specified) COVID-19 quarantine period.

OCFEC Business Partners should make every effort to limit physical touch points at their respective places of business, including at the OCFEC. All OCFEC event promoters must significantly increase frequency of sanitation and disinfection measures at all workstations and equipment that come into contact with OCFEC employees and the general public. All OCFEC Business Partners must assess and identify the frequency of necessary sanitation and disinfection practices, and will review and agree upon a sanitation and disinfection schedule with the OCFEC.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

Face coverings and disposable gloves must be worn by all OCFEC Business Partner customer-facing employees. All OCFEC event attendees and visitors must wear appropriate face coverings. Physical barriers, if available, are preferred but not required as the general public will make the personal decision of whether to attend an event at the OCFEC and/or patronize an OCFEC Business Partner. For the benefit of the public, OCFEC employees and Business Partner employees, handwashing or hand sanitizing should be done as soon as possible following the handling of materials that come in contact with the general public.

5. **EVENT ATTENDANCE LIMITATIONS**

Attendance at all OCFEC events, including all move-in and move-out activities, must be limited at any given time, to no more than the current maximum attendance levels permitted by all applicable local and state orders or laws.

OCFEC Business Partners must establish and actively enforce measures to monitor and ensure attendance limitation compliance. If an OFCEC Business Partner fails to comply with event attendance limitations, the OCFEC in its sole and absolute discretion may cancel the event without notice and refer the matter to local law enforcement.

6. **OCFEC BUSINESS PARTNER COMPLIANCE**

OCFEC Business Partners shall make every effort to assure compliance with COVID-19 related mitigation requirements. If an OCFEC Business Partner fails to comply with these COVID-19 Guidelines, the OCFEC in its sole and absolute discretion may close non-compliant event spaces, exhibitor spaces or other such rental spaces, or may cancel the event without notice and refer the matter to local law enforcement.

7. **COVID-19 RELEASE AND WAIVER OF LIABILITY**

As consideration for being permitted to conduct event activities at the OCFEC, OCFEC Business Partners must acknowledge and agree to all COVID-19 Pandemic and related governmental orders, directives and guidelines, and forever release the 32nd District Agricultural Association, the State, California Fair Services Authority ("CFSA"), the County, the Lessor, and any fair affiliated organization, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner's employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner's participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.

8. **EVENT ORGANIZATION PROTOCOLS**

Each OCFEC Business Partner must submit event organization-specific COVID-19 related infection mitigation protocols and procedures for OCFEC review and approval no later thirty (30) days before the event's scheduled move-in date. The OCFEC reserves the right to reject any protocols and procedures that are in conflict with, or are less stringent than, the COVID-19 Guidelines. If the OCFEC rejects the OCFEC Business Partner's COVID-19 related infection mitigation protocols and procedures, the OCFEC Business Partner must resubmit revised infection mitigation protocols and procedures for review no less than fifteen (15) days before the event's scheduled move-in date. If OCFEC Business Partner fails to submit the COVID-19 related infection mitigation protocols and procedures on time, the OCFEC in its sole and absolute discretion may terminate the agreement and cancel the event without notice.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

9. **FURTHER ACTION AS NECESSARY**

The OCFEC reserves the right to modify these COVID-19 Guidelines as circumstances warrant. Specifically, the OCFEC recognizes that additional restrictions not reflected in these guidelines may be necessary to address the health and safety of certain populations depending upon their age or underlying health concerns, or otherwise to address medical issues as they arise.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

I HAVE CAREFULLY READ THIS AGREEMENT EXHIBIT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A CONTRACTUAL AGREEMENT BETWEEN MYSELF AND THE 32ND DISTRICT AGRICULTURAL ASSOCIATION, THE STATE, CFSA, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed on _____, 20____.

OCFEC BUSINESS PARTNER:

_____
Signature

_____
Address

_____
City State ZIP

-End Exhibit F-

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev. 03/2019)

R_____ A_____ F_____

AGREEMENT NUMBER
SA-053-21HB

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
KNIGHT ENTERTAINMENT F/S/O DAMAGE INC.

2. The term of this Agreement is: **07/18/21** through **07/18/21** **FED ID:**

3. The maximum amount of this Agreement is: **$2,000.00**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work **– To provide "Damage Inc." in The Hangar on July 18 at the 2021 OC Fair. See Page 2 for additional details.**	Pages 1 – 4
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 5
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 6 – 9
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 10 – 13
Exhibit E – Hangar House Rider (Insurance Requirements) (Attached hereto as part of this agreement)	Pages 14 – 18
Exhibit F – Covid-19 Infection Mitigation Protocol & Procedure (Attached hereto as part of this agreement)	Pages 19 – 21

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
KNIGHT ENTERTAINMENT F/S/O DAMAGE INC.

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Kevin P. Knight, Owner

CONTRACTOR BUSINESS ADDRESS
15441 Maryknoll St. Westminster, CA 92683
(714) 651-6324 bookdamageinc@gmail.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Michele Richards, Chief Executive Officer or
Joan Hamill, Chief Business Development Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACT REPRESENTATIVES:

32nd District Agriculture Association
Name: Jeff Willson
Title: Entertainment Supervisor
Phone number: (714) 708-1878

Knight Entertainment
Name: Kevin P. Knight
Title: Owner
Phone number: (714) 651-6324

CONTRACTOR AGREES:

Performance

1. To provide the performance group "Damage Inc.," a tribute to Metallica, on Sunday, July 18, 2021.
2. To perform two (2) shows approximately 55 - 65 minutes in length on The Hangar stage beginning at 4:30 p.m. and 8:30 p.m. with "Noise Pollution" as support. This show will be sold initially at less than 30% capacity for the venue.

Radius

1. The Hangar at The OC Fair has market exclusivity for this performance. No performance or advertising is allowed for events within a 50 mile radius (Southern Los Angeles, Inland Empire and Orange County) for 60 days prior to the performance date.

Press / Media

1. To refer to the performance venue as "The Hangar at the OC Fair" in all advertising and/or communications including, but not limited to, email, websites, social media outlets and print schedules.
2. To provide biographical, press release information, and current performer imagery as necessary.
3. To make band members available for media and/or promotional opportunities (see Exhibit E).
4. To promote this contracted event via Contractor email and mobile (if available) database(s), and web site.
5. All requests for press inclusion (written, photography, videography) at this performance event must be submitted to, and approved by, the OC Fair Communications Department.

Operations / Production

1. Advance performance with Doug Sturgis, the venue Production Manager, at doug@rkde.net.
2. The Hangar stage will be used by community performers during the day, in advance of this contracted performance. The stage will be clear and the venue vacated a minimum of three (3) hours in advance of the performance for load in, sound check and audience load in. It is imperative that Contractor arrive on time and prepared to facilitate load in and sound check during this short window of time.
3. Doors for the event are at approximately 60 minutes prior to the performance start time.
4. This contract is predicated on the fact that Contractor will be using in-house production as is. Any additional production expense will be financial responsibility of the Contractor. This includes, but is not limited to, backline, transportation of any kind, additional risers, musicians or extra talent, hotel accommodations, pyrotechnics, video, etc. (see Exhibit E).

Contractor Rider

1. The venue Production Manager will review any Contractor rider and attempt to make accommodations if possible, however the venue rider for The Hangar is incorporated into this contract and supersedes Contractor rider.

EXHIBIT A – SCOPE OF WORK (CONT.)

Merchandise

1. Contractor sells: District agrees to waive merchandise split.
2. Contractor must provide notification of merchandise sales a minimum of three days prior to the contracted date. Without this notification, there is no guarantee that merchandise tables, chairs, etc., will be provided.

Video Recording

1. Video recording of performances will only be allowed using simple hand-held devices such as cell phones. Tripods, high-resolution video cameras, multiple-camera recording positions, and other devices, for the purposes of this contract known as "professional video recording," will only be allowed with the permission of the OC Fair Entertainment Department. An origination fee of TWO HUNDRED FIFTY DOLLARS ($250.00) is required in order to receive permission to enlist professional video recording services or video equipment.
2. In cases where professional services are permitted, placement of any/all equipment is at the discretion of the venue Production Manager and may not, under any circumstances, interfere with the experience of customers at the event.
3. Contractor may order a live video feed recording of the performance captured by the District for a fee of TWO HUNDRED FIFTY DOLLARS ($250.00), requested through the OC Fair Entertainment Department. Such recordings will be provided to Contractor on a hard drive once payment is received (check or money order only). Contractor agrees to grant OC Fair the right to use recordings in whole or in part for promotional purposes.
4. If Contractor wishes to seek professional video recording services and to secure a live video recording from the District, a fee of THREE HUNDRED FIFTY DOLLARS ($350.00) is required.

Insurance

1. It is understood that this event includes the contracted performer only, and that there is no direct audience participation. If audience participation is to be included, the proper insurance must be arranged through OC Fair & Events Center Business Services.

Ticketing:

1. The District may, at its discretion, offer group discounts up to 20%.
2. The District may, at its discretion, offer two-for-one tickets to its season ticket holders
3. The District may, at its discretion, offer discounts of up to 50% to the public through its ticket service provider.
4. The District may, at its discretion, offer discounts of up to 50% to the public through internet distribution services such as, but not limited to, Groupon, Goldstar, Living Social, etc.

Other

1. The District reserves the right to terminate any contract, at any time, by giving the Contractor notice in writing at least thirty (30) days prior to the date when such terminations shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

EXHIBIT A – SCOPE OF WORK (CONT.)

2. The District's obligations are subject to Act of God, violent storms, riots, wars, labor difficulties, epidemics, and act or order by any public authority of any cause similar or dissimilar beyond the District's control, or in the event of the destruction of the Hangar or adjoining areas of the Fairgrounds by violent weather, fire, or national or local calamity or any unforeseen fulfillment of this Agreement by the District impossible and appearances of the Contractor impossible. If such an occurrence shall occur necessitating the cancellation of any show(s) which shall be mutually agreed upon between the District and the Contractor, then the Contractor shall be paid on a prorated basis for shows(s) performed. When one (1) show only is presented and condition(s) beyond the control of the Contractor and District which would prevent the start of the show at the scheduled time it is mutually agreed that the show can be delayed a maximum of 90 minutes to correct such condition and to present herein.

DISTRICT AGREES:

Payment

1. To pay Contractor a total sum not to exceed TWO THOUSAND DOLLARS ($2,000.00) upon satisfactory completion of work herein required on Sunday, July 18, 2021. (see Exhibit B and Exhibit E).

Operations / Production

1. To provide The Hangar stage, lights and sound. Backline is not included (see Exhibit E).
2. To provide box office, ticket takers, security, usher staff and concessions.

Accommodations

1. To provide a 10' X 20' dressing room trailer in the backstage area.
2. To provide a deli style meal, bottled water and soft drinks for eight band members, crew and management. Any catering beyond these parameters will be at the sole expense of the Artist (see Exhibit E).

Credentials

1. To provide complimentary parking and admission for band members, crew and management only.
2. To provide twenty (20) complimentary performance tickets upon request. Please request through venue Production Manager at hangarproduction@ocfair.com. Guest tickets include free admission to the OC Fair and the performance event, but do not include parking.

Event Marketing

1. To provide marketing, advertising and promotion as part of the 2021 OC Fair collateral material.

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5770-70

PAYMENT PROVISIONS:

To pay Contractor a total sum not to exceed TWO THOUSAND DOLLARS ($2,000.00) upon satisfactory completion of work herein required on Sunday, July 18, 2021.

Payment will be made by 32nd District Agricultural Association, State of California-issued check. As an agency of the State of California, the venue is not permitted to provide performance deposits in advance of the performance date.

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Sunday, July 18, 2021, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL:**
   This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
   No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
   Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
   Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
   The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR*:***
   Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:
During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:
Time is of the essence in this Agreement.

13. COMPENSATION:
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:
The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:

For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:

If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE BASED OFF THE SCOPE OF WORK)

CCC-04/2017 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS:
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST:
Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Current State Employees (Pub. Contract Code §10410):
1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):
1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE:
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

6. **RESOLUTION:**
A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. **AIR OR WATER POLLUTION VIOLATION:**
Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. **PAYEE DATA RECORD FORM STD. 204:**
This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES
Performer, Artist, and Contractor (hereinafter referred to as "Contractor") shall adhere to all starting and ending times as indicated in this Agreement.

CURFEW
There is a strict 10:30 p.m. curfew in effect unless an extension of curfew is approved by the 32nd District Agricultural Association (hereinafter referred to as "District") prior to the performance. If this curfew is not adhered to, Contractor shall be liable and subject to litigation and fines by the State of California for breach of contract. These fines shall be one thousand dollars ($1,000.00) per minute for the first five (5) minutes and an additional ten thousand dollars ($10,000.00) for any period thereafter.

PAYMENT
Contractor shall be paid by District check upon completion of performance. There shall be no cash payments and no check cashing shall be authorized. Contractors who are non-residents of California will be subject to State withholding by the Franchise Tax Board at a rate of seven percent (7%) unless a Form 590 has been completed and returned to the District.

PUBLIC ACCESS TO FACILITY
The facility will be open to the public approximately 60 minutes prior to the start of the show. There shall be no exceptions to this stated time. This requirement is necessary to meet safety and crowd control procedures set by the State of California Fire Marshal and the Orange County Sheriff's Department.

DECIBEL LEVEL
Sound pressure levels must not exceed:

1. 85 dB, no weighting, averaged over a 5-minute period at directly backstage. Random readings will be taken throughout sound check and performance.
2. 95 dB, no weighting, averaged over a 5-minute period at FOH.
3. 55 dB, LEQ average in surrounding neighborhoods (distance is typically 1,000 feet or more from the Hangar FOH location).
4. If any one (1) of the above conditions is exceeded, regardless of compliance in the remaining areas, Contractor will be asked to reduce levels to comply.

House sound will include stage monitors. District Agrees to use Contractor's monitor system, at Contractor's request, at no additional cost to the District.

Contractor shall be bound by the sound covenant and shall at all times during any pre-concert sound checks and the concert operate within the sound restrictions. Contractor agrees that upon discovery or notification of any occurrence of sound level exceedance by either the District, or a designated sound monitor or other designee, Contractor shall immediately adjust the sound level to come into compliance with sound level specifications. If repeated sound level violations occur within concert performance after such notification, Contractor agrees to immediately terminate the concert.

In addition to the above terms, Contractor agrees that the District, in exercise of its discretion and judgment, retains all rights to adjust the sound level or terminate the concert performance as it may deem necessary to ensure compliance with the sound restrictions.

MEDIA - WEBSITE
The District requires that the Contractor place specific information about the contracted event at the OC Fair on its website. Information should include the entertainer's name, date, time of performance(s) at the OC Fair, and a web link to OC Fair website (www.ocfair.com).

MEDIA - INTERVIEW
The District also requests that the Contractor consent to at least one (1), fifteen (15)-minute promotional interview with a local radio station in advance of their performance at the OC Fair. Radio station to be selected by the District.

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

MEDIA - VIDEO
Local affiliates of national television networks, upon issuance of proper District press credentials and approval of Contractor's representative, shall be allowed to videotape up to three (3) minutes of performance for news purposes only. The District actively discourages all non-legitimate videotaping activity.

MEDIA - STILL PHOTOGRAPHY
Representatives of legitimate press organizations, upon issuance of proper District press credentials, shall be allowed to photograph a portion of the performance for review purposes only. The District actively discourages all non-legitimate use of still photography.

MEET & GREETS
The District requests that the Contractor participate in a pre-performance or post-performance meet & greet as arranged by the venue.

PRODUCTION
This contract is predicated on the fact that Contractor will be using in-house production as is. The District will provide The Hangar stage, lights and sound. Backline is not included. Approximately two (2) hours are allotted to set the stage and perform soundcheck.

Any additional gear required will be at the sole expense of the Contractor. This includes but is not limited to: backline, transportation, additional riser(s), musicians or additional talent, pyrotechnics, etc. Any labor required to strike and restore changes to existing truss system is at the sole expense of the Contractor.

The Contractor is welcome to bring additional production equipment, such as monitor systems, FOH console(s), lighting console(s), and additional lighting fixtures to be added to the pre-existing truss system. The cost of setting up additional equipment is the sole responsibility of the Contractor.

If seats are killed as a result of any gear that is brought in specifically for a Hangar performance, the Contractor will be charged back the face value of the killed seats plus any refund amount required to relocate guests who have purchased seats the must be killed.

SOUND AND LIGHTS
Contractor agrees to use District-provided industry standard sound and lighting equipment. Any other expense for gear and associated labor to install, strike or cause any other expense is at the sole cost of the Contractor.

RENTAL EQUIPMENT
The District may provide, but will not be responsible for payment of rental equipment, unless otherwise specifically stated in this Agreement.

HOSPITALITY
The District may provide meal service, when contracted, chosen from a District-determined menu. District will use Contractor's contract rider as a guide, but will be the final determiner of the meal that is served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e., tour bus food service) may be requested by the Contractor at the Contractor's expense from the on-site caterer. The District will not provide alcohol, tobacco, vape and cannabis products, nor will runners be available to secure these items. The OC Fair is a smoke-free event and the use of tobacco, vape and cannabis therein is strictly forbidden.

SPONSORSHIPS
The District's sponsorships will take precedence over Contractor's sponsorships. Contractors who have a sponsor will receive one-half (1/2) the number of signs, posters, impressions compared to the number of the District's sponsor. Contractor's sponsorship signage may be used only with District Management's approval. The District's CEO and sponsorship manager shall be notified prior to the signing of this Agreement of any potential conflicts related to sponsors. Contractors shall not receive any revenues from District sponsorships.

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

The Hangar is eligible for two (2) sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Hangar.

FORCE MAJEURE CLAUSE

The District's obligations are subject to Act of God, violent storms, riots, wars, labor difficulties, epidemics, and act or order by any public authority of any cause similar or dissimilar beyond the District's control, or in the event of the destruction of the Hangar or adjoining areas of the Fairgrounds by violent weather, fire, or national or local calamity or any unforeseen fulfillment of this Agreement by the District impossible and appearances of the Contractor impossible. If such an occurrence shall occur necessitating the cancellation of any show(s) which shall be mutually agreed upon between the District and the Contractor, then the Contractor shall be paid on a prorated basis for shows(s) performed. When one (1) show only is presented and condition(s) beyond the control of the Contractor and District which would prevent the start of the show at the scheduled time it is mutually agreed that the show can be delayed a maximum of 90 minutes to correct such condition and to present herein.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers' Compensation Insurance for its employees as required by law. Prior to date of performance, all performers shall submit to the District proof of valid Workers' Compensation Insurance coverage for all of their employees, unless performer has certified on Payee Data Record – STD. 204, that he/she is a sole proprietor and has no employees. It is mutually agreed that the District is relying upon the Contractor's specific representation and warranty that it has the proper Workers Compensation Insurance and that the Contractor will indemnify and hold harmless the District in the event it did not have the insurance.

Contractor further certifies that by signing this Agreement, Contractor will comply with such provisions under Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code immediately upon hiring any employee and before commencing the performance of this Agreement.

INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, and employees from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents).

COPYRIGHT INFRINGEMENT INDEMNIFICATION

Contractor warrants and represents that no musical, literary, or artistic work or other property protected by copyright will be performed, reproduced or used in the performance of this Agreement unless Contractor has previously thereto obtained written permission from the copyright holder or is otherwise exempt under 17 U.S.C. §§110:

"notwithstanding the provisions of Section 106, the following are not infringements of copyright:…

(6) performance of a nondramatic musical work by a governmental body or a nonprofit agricultural or horticultural organization, in the course of an annual agricultural or horticultural fair or exhibition conducted by such body or organization; the exemption provided by this clause shall extend to any liability for copyright infringement that would otherwise be imposed on such body or organization, under doctrines of vicarious liability or related infringement for a performance by a concessionaire, business establishment, or other person at such fair or exhibition, but shall not excuse any such person from liability for the performance."

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

Contractor acknowledges that Contractor acts under this Agreement as an independent contractor charged with the responsibility, in Contractor's sole discretion, for selection, performance, reproduction and use of such musical, literary and artistic works as contractor deems appropriate and that Contractor undertakes strict compliance with all laws respecting copyrights and the performance, reproduction and use of musical, literary and artistic works.

Contractor warrants that in the performance of this Agreement, Contractor will not infringe any statutory, common law or other right of any person in performing, reproducing or otherwise making use of any work or material. Contractor will indemnify, save and hold harmless the State and its agencies, including District, and their officers, agents, employees and servants from and against all claims, costs, and expenses (including legal fees), demands, actions and liability of every kind and character whatsoever with respect to copyright and the performance, reproduction and use of musical, literary and artistic works. Contractor authorizes the withholding of payment under this Agreement pending the final disposition of any claim which may result from the foregoing indemnification.

MISCELLANEOUS

The performance may be emceed by (i.e. "welcomed by") a local market radio station personality. In no way shall this be considered a "co-promotion" or "presented by" situation. Contractor shall be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall provide to the District any and all available materials, specifically to include biographical information, photographs, audio and/or video tapes (beta only) for District's use in promotional, collateral and advertising material for this event/performance.

All promotional, collateral and advertising material for the event will be developed and approved by the District. This material will be executed in a festival-style approach. All Contractor names including spelling, capitalization, and addendums must be designated in contracts. Changes cannot be made after the contract has been finalized.

Contractor will not have prior approval of any Fair-related promotional or advertising material. All Contractor guidelines must be outlined in contracts and will be incorporated as indicated.

No preferential changes of images provided by Contractor's management or publicity agents will be permitted unless provided image is no longer valid due to personnel changes.

CONTRACTOR COMPLIMENTARY TICKETS

The District will provide the Contractor with a reasonable number of complimentary concert tickets. The amount will be negotiated at the point of booking and any tickets past that amount must be purchased by the Contractor. Should the show carry a co-headliner, support or an opening act, that number will be reduced proportionately. Contractor's guests will be subject to a parking charge at the event. If available, the Contractor may purchase additional tickets through the OC Fair box office.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

PROFANE OR OBSCENE LANGUAGE

This is a State of California facility and all performances will be viewed by adults and children alike. The use of profane or obscene language or gestures will not be tolerated. Any display of such language or gestures by any contracted performer, their crew, or their representatives or associates while in the view or earshot of any Fair guest will be a finable offense subject to ONE THOUSAND DOLLARS ($1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

OFFENSIVE OR POLITICAL STATEMENTS OR PROPS

The display of offensive, political or controversial statements, slogans, flags (specifically the Confederate flag) or emblems as part of branding or decoration will not be tolerated. Any display by any contracted performer, their crew, or their representatives or associates while in the view of any Fair guest will be a finable offense subject to ONE THOUSAND DOLLARS ($1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.

CONFLICT OF LAWS OR TERMS

It is expressly understood and agreed that this Agreement shall be governed by the laws of the State of California both substantive and procedural. In the case of conflict between the District/State Documents and Contractor's Documents, the District/State Documents shall prevail if the parties can not mutually agree upon a resolution of the conflict.

CONTRACTOR'S POWER AND AUTHORITY

Contractor or Contractor's designee as signatory to this Agreement is empowered and has the authority to enter into this Agreement and bind Contractor to the terms and conditions contained herein. If the Contractor is not signing and contracting in own name to perform the entertainment services, then whatever business entity is signing and contracting to provide the services of the Contractor shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation "F/S/O" (for the services of) and immediately followed by the name of the performing Contractor on the preprinted blank line on the first page.

-End Exhibit E-

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

V06042020

1. **SCOPE**
As a result of the worldwide COVID-19 pandemic, the 32nd District Agricultural Association (OCFEC) implemented numerous essential protocols and procedures to protect OCFEC staff, renters, event promoter/producer employees, exhibitors, vendors, contractors, subcontractors, volunteers and members of the public. These protocols and procedures do not supersede or replace any existing orders issued by local governments, the State of California or the Federal Government. The protocol and procedure guidelines (COVID-19 Guidelines) apply equally to all organizations and persons doing business on OCFEC property, both public and private, and all event types, commercial, trade or other, hosted at the OCFEC.

2. **SICK, ELDERLY AND VULNERABLE PERSONS**
Anyone who feels sick should remain at home. In addition, high-risk persons who are over 65 years of age, or anyone with chronic illness or underlying medical conditions, should continue to follow recommendations to stay at home and limit public interaction.

3. **PHYSICAL DISTANCING IN THE WORKPLACE**
Physical distancing of a minimum of six (6) feet should be maintained between customer-facing employees and the general public, and – to the extent practical – between employees in the field or at employee workstations. Where isolation of employees in the field or at employee workstations is impractical, face coverings must be worn without exception.

4. **HANDWASHING, PERSONAL PROTECTIVE EQUIPMENT, AND TESTING**
Renters, event promoters, event producers, exhibitors, vendors, and their respective contractors, subcontractors and volunteers (collectively, “Business Partners”) conducting business at the OCFEC must require all customer-facing employees to either wash their hands or use hand sanitizer every thirty minutes, or wear disposable gloves which are to be changed as frequently as specified by guidelines established for each applicable job assignment. Face coverings must be provided to all employees.

Before starting a shift, all OCFEC employees and all Business Partner employees, must have their temperatures taken and documented, and individual(s) will not be permitted to remain at work if the temperature reading exceeds 100.4 degrees (°) Fahrenheit. Affected individual(s) may only return to work after registering and documenting their temperature reading below 100.4° Fahrenheit for seventy-two (72) consecutive hours.

All OCFEC event attendees, before entering OCFEC premises, must have their temperatures taken and documented. Any OCFEC event attendee with a temperature reading above 100.4° Fahrenheit will not be permitted to attend the event and will be required to immediately leave the OCFEC premises. Paid admission/parking fee refunds will be subject to processing schedule.

All competitive professional and amateur sports participants, including youth sports participants, must be tested for COVID-19 at least one (1) week before the date of the scheduled competition, and will not be permitted to compete if the intended participant tests positive for COVID-19. If the intended participant tests positive for COVID-19, he/she will not be allowed to participate in any activities at the OCFEC until after (i) receiving a negative result on a subsequent COVID-19 test and (ii) satisfying the specified 14-day (or otherwise governmentally specified) COVID-19 quarantine period.

OCFEC Business Partners should make every effort to limit physical touch points at their respective places of business, including at the OCFEC. All OCFEC event promoters must significantly increase frequency of sanitation and disinfection measures at all workstations and equipment that come into contact with OCFEC employees and the general public. All OCFEC Business Partners must assess and identify the frequency of necessary sanitation and disinfection practices, and will review and agree upon a sanitation and disinfection schedule with the OCFEC.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

Face coverings and disposable gloves must be worn by all OCFEC Business Partner customer-facing employees. All OCFEC event attendees and visitors must wear appropriate face coverings. Physical barriers, if available, are preferred but not required as the general public will make the personal decision of whether to attend an event at the OCFEC and/or patronize an OCFEC Business Partner. For the benefit of the public, OCFEC employees and Business Partner employees, handwashing or hand sanitizing should be done as soon as possible following the handling of materials that come in contact with the general public.

5. **EVENT ATTENDANCE LIMITATIONS**

Attendance at all OCFEC events, including all move-in and move-out activities, must be limited at any given time, to no more than the current maximum attendance levels permitted by all applicable local and state orders or laws.

OCFEC Business Partners must establish and actively enforce measures to monitor and ensure attendance limitation compliance. If an OFCEC Business Partner fails to comply with event attendance limitations, the OCFEC in its sole and absolute discretion may cancel the event without notice and refer the matter to local law enforcement.

6. **OCFEC BUSINESS PARTNER COMPLIANCE**

OCFEC Business Partners shall make every effort to assure compliance with COVID-19 related mitigation requirements. If an OCFEC Business Partner fails to comply with these COVID-19 Guidelines, the OCFEC in its sole and absolute discretion may close non-compliant event spaces, exhibitor spaces or other such rental spaces, or may cancel the event without notice and refer the matter to local law enforcement.

7. **COVID-19 RELEASE AND WAIVER OF LIABILITY**

As consideration for being permitted to conduct event activities at the OCFEC, OCFEC Business Partners must acknowledge and agree to all COVID-19 Pandemic and related governmental orders, directives and guidelines, and forever release the 32nd District Agricultural Association, the State, California Fair Services Authority ("CFSA"), the County, the Lessor, and any fair affiliated organization, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner's employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner's participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.

8. **EVENT ORGANIZATION PROTOCOLS**

Each OCFEC Business Partner must submit event organization-specific COVID-19 related infection mitigation protocols and procedures for OCFEC review and approval no later thirty (30) days before the event's scheduled move-in date. The OCFEC reserves the right to reject any protocols and procedures that are in conflict with, or are less stringent than, the COVID-19 Guidelines. If the OCFEC rejects the OCFEC Business Partner's COVID-19 related infection mitigation protocols and procedures, the OCFEC Business Partner must resubmit revised infection mitigation protocols and procedures for review no less than fifteen (15) days before the event's scheduled move-in date. If OCFEC Business Partner fails to submit the COVID-19 related infection mitigation protocols and procedures on time, the OCFEC in its sole and absolute discretion may terminate the agreement and cancel the event without notice.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

9. **FURTHER ACTION AS NECESSARY**

The OCFEC reserves the right to modify these COVID-19 Guidelines as circumstances warrant. Specifically, the OCFEC recognizes that additional restrictions not reflected in these guidelines may be necessary to address the health and safety of certain populations depending upon their age or underlying health concerns, or otherwise to address medical issues as they arise.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

I HAVE CAREFULLY READ THIS AGREEMENT EXHIBIT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A CONTRACTUAL AGREEMENT BETWEEN MYSELF AND THE 32ND DISTRICT AGRICULTURAL ASSOCIATION, THE STATE, CFSA, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed on _____, 20____.

OCFEC BUSINESS PARTNER:

_____
Signature

_____
Address

_____
City State ZIP

-End Exhibit F-

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev. 03/2019)

R_____ A_____ F_____

AGREEMENT NUMBER
SA-054-21HB

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
NOISE POLLUTION

2. The term of this Agreement is: **07/18/21** through **07/18/21** **FED ID:**

3. The maximum amount of this Agreement is: **$1,500.00**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work **– To provide "Noise Pollution" in The Hangar on July 18 at the 2021 OC Fair. See Page 2 for additional details.**	Pages 1 – 4
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 5
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 6 – 9
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 10 – 13
Exhibit E – Hangar House Rider (Insurance Requirements) (Attached hereto as part of this agreement)	Pages 14 – 18
Exhibit F – Covid-19 Infection Mitigation Protocol & Procedure (Attached hereto as part of this agreement)	Pages 19 – 21

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
NOISE POLLUTION

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
William Thomas, Owner

CONTRACTOR BUSINESS ADDRESS
2491 San Clemente Ave., Vista, CA 92084
(760) 522-9140 noisepollutionsd@yahoo.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Michele Richards, Chief Executive Officer or
Joan Hamill, Chief Business Development Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACT REPRESENTATIVES:

32nd District Agriculture Association
Name: Jeff Willson
Title: Entertainment Supervisor
Phone number: (714) 708-1878

Noise Pollution
Name: William Thomas
Title: Owner
Phone number: (760) 522-9140

CONTRACTOR AGREES:

Performance

1. To provide the performance group "Noise Pollution," a tribute to AC/DC, on Sunday, July 18, 2021.
2. To perform two (2) shows approximately 55 - 65 minutes in length on The Hangar stage beginning at 4:30 p.m. and 8:30 p.m. in support of "Damage Inc." This show will be sold initially at less than 30% capacity for the venue.

Radius

1. The Hangar at The OC Fair has market exclusivity for this performance. No performance or advertising is allowed for events within a 50 mile radius (Southern Los Angeles, Inland Empire and Orange County) for 60 days prior to the performance date.

Press / Media

1. To refer to the performance venue as "The Hangar at the OC Fair" in all advertising and/or communications including, but not limited to, email, websites, social media outlets and print schedules.
2. To provide biographical, press release information, and current performer imagery as necessary.
3. To make band members available for media and/or promotional opportunities (see Exhibit E).
4. To promote this contracted event via Contractor email and mobile (if available) database(s), and web site.
5. All requests for press inclusion (written, photography, videography) at this performance event must be submitted to, and approved by, the OC Fair Communications Department.

Operations / Production

1. Advance performance with Doug Sturgis, the venue Production Manager, at doug@rkde.net.
2. The Hangar stage will be used by community performers during the day, in advance of this contracted performance. The stage will be clear and the venue vacated a minimum of three (3) hours in advance of the performance for load in, sound check and audience load in. It is imperative that Contractor arrive on time and prepared to facilitate load in and sound check during this short window of time.
3. Doors for the event are at approximately 60 minutes prior to the performance start time.
4. This contract is predicated on the fact that Contractor will be using in-house production as is. Any additional production expense will be financial responsibility of the Contractor. This includes, but is not limited to, backline, transportation of any kind, additional risers, musicians or extra talent, hotel accommodations, pyrotechnics, video, etc. (see Exhibit E).

Contractor Rider

1. The venue Production Manager will review any Contractor rider and attempt to make accommodations if possible, however the venue rider for The Hangar is incorporated into this contract and supersedes Contractor rider.

EXHIBIT A – SCOPE OF WORK (CONT.)

Merchandise

1. Contractor sells: District agrees to waive merchandise split.
2. Contractor must provide notification of merchandise sales a minimum of three days prior to the contracted date. Without this notification, there is no guarantee that merchandise tables, chairs, etc., will be provided.

Video Recording

1. Video recording of performances will only be allowed using simple hand-held devices such as cell phones. Tripods, high-resolution video cameras, multiple-camera recording positions, and other devices, for the purposes of this contract known as "professional video recording," will only be allowed with the permission of the OC Fair Entertainment Department. An origination fee of TWO HUNDRED FIFTY DOLLARS ($250.00) is required in order to receive permission to enlist professional video recording services or video equipment.
2. In cases where professional services are permitted, placement of any/all equipment is at the discretion of the venue Production Manager and may not, under any circumstances, interfere with the experience of customers at the event.
3. Contractor may order a live video feed recording of the performance captured by the District for a fee of TWO HUNDRED FIFTY DOLLARS ($250.00), requested through the OC Fair Entertainment Department. Such recordings will be provided to Contractor on a hard drive once payment is received (check or money order only). Contractor agrees to grant OC Fair the right to use recordings in whole or in part for promotional purposes.
4. If Contractor wishes to seek professional video recording services and to secure a live video recording from the District, a fee of THREE HUNDRED FIFTY DOLLARS ($350.00) is required.

Insurance

1. It is understood that this event includes the contracted performer only, and that there is no direct audience participation. If audience participation is to be included, the proper insurance must be arranged through OC Fair & Events Center Business Services.

Ticketing:

1. The District may, at its discretion, offer group discounts up to 20%.
2. The District may, at its discretion, offer two-for-one tickets to its season ticket holders
3. The District may, at its discretion, offer discounts of up to 50% to the public through its ticket service provider.
4. The District may, at its discretion, offer discounts of up to 50% to the public through internet distribution services such as, but not limited to, Groupon, Goldstar, Living Social, etc.

Other

1. The District reserves the right to terminate any contract, at any time, by giving the Contractor notice in writing at least thirty (30) days prior to the date when such terminations shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

EXHIBIT A – SCOPE OF WORK (CONT.)

2. The District's obligations are subject to Act of God, violent storms, riots, wars, labor difficulties, epidemics, and act or order by any public authority of any cause similar or dissimilar beyond the District's control, or in the event of the destruction of the Hangar or adjoining areas of the Fairgrounds by violent weather, fire, or national or local calamity or any unforeseen fulfillment of this Agreement by the District impossible and appearances of the Contractor impossible. If such an occurrence shall occur necessitating the cancellation of any show(s) which shall be mutually agreed upon between the District and the Contractor, then the Contractor shall be paid on a prorated basis for shows(s) performed. When one (1) show only is presented and condition(s) beyond the control of the Contractor and District which would prevent the start of the show at the scheduled time it is mutually agreed that the show can be delayed a maximum of 90 minutes to correct such condition and to present herein.

DISTRICT AGREES:

Payment

1. To pay Contractor a total sum not to exceed ONE THOUSAND FIVE HUNDRED DOLLARS ($1,500.00) upon satisfactory completion of work herein required on Sunday, July 18, 2021. (see Exhibit B and Exhibit E).

Operations / Production

1. To provide The Hangar stage, lights and sound. Backline is not included (see Exhibit E).
2. To provide box office, ticket takers, security, usher staff and concessions.

Accommodations

1. To provide a 10' X 20' dressing room trailer in the backstage area.
2. To provide a deli style meal, bottled water and soft drinks for eight band members, crew and management. Any catering beyond these parameters will be at the sole expense of the Artist (see Exhibit E).

Credentials

1. To provide complimentary parking and admission for band members, crew and management only.
2. To provide twenty (20) complimentary performance tickets upon request. Please request through venue Production Manager at hangarproduction@ocfair.com. Guest tickets include free admission to the OC Fair and the performance event, but do not include parking.

Event Marketing

1. To provide marketing, advertising and promotion as part of the 2021 OC Fair collateral material.

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5770-70

PAYMENT PROVISIONS:

To pay Contractor a total sum not to exceed ONE THOUSAND FIVE HUNDRED DOLLARS ($1,500.00) upon satisfactory completion of work herein required on Sunday, July 18, 2021.

Payment will be made by 32nd District Agricultural Association, State of California-issued check. As an agency of the State of California, the venue is not permitted to provide performance deposits in advance of the performance date.

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Sunday, July 18, 2021, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL:**
   This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
   No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
   Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
   Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
   The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR*:***
   Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:
During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:
Time is of the essence in this Agreement.

13. COMPENSATION:
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:
The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE BASED OFF THE SCOPE OF WORK)

CCC-04/2017 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS:
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST:
Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Current State Employees (Pub. Contract Code §10410):
1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):
1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE:
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

6. **RESOLUTION:**
   A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. **AIR OR WATER POLLUTION VIOLATION:**
   Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. **PAYEE DATA RECORD FORM STD. 204:**
   This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES
Performer, Artist, and Contractor (hereinafter referred to as "Contractor") shall adhere to all starting and ending times as indicated in this Agreement.

CURFEW
There is a strict 10:30 p.m. curfew in effect unless an extension of curfew is approved by the 32nd District Agricultural Association (hereinafter referred to as "District") prior to the performance. If this curfew is not adhered to, Contractor shall be liable and subject to litigation and fines by the State of California for breach of contract. These fines shall be one thousand dollars ($1,000.00) per minute for the first five (5) minutes and an additional ten thousand dollars ($10,000.00) for any period thereafter.

PAYMENT
Contractor shall be paid by District check upon completion of performance. There shall be no cash payments and no check cashing shall be authorized. Contractors who are non-residents of California will be subject to State withholding by the Franchise Tax Board at a rate of seven percent (7%) unless a Form 590 has been completed and returned to the District.

PUBLIC ACCESS TO FACILITY
The facility will be open to the public approximately 60 minutes prior to the start of the show. There shall be no exceptions to this stated time. This requirement is necessary to meet safety and crowd control procedures set by the State of California Fire Marshal and the Orange County Sheriff's Department.

DECIBEL LEVEL
Sound pressure levels must not exceed:

1. 85 dB, no weighting, averaged over a 5-minute period at directly backstage. Random readings will be taken throughout sound check and performance.
2. 95 dB, no weighting, averaged over a 5-minute period at FOH.
3. 55 dB, LEQ average in surrounding neighborhoods (distance is typically 1,000 feet or more from the Hangar FOH location).
4. If any one (1) of the above conditions is exceeded, regardless of compliance in the remaining areas, Contractor will be asked to reduce levels to comply.

House sound will include stage monitors. District Agrees to use Contractor's monitor system, at Contractor's request, at no additional cost to the District.

Contractor shall be bound by the sound covenant and shall at all times during any pre-concert sound checks and the concert operate within the sound restrictions. Contractor agrees that upon discovery or notification of any occurrence of sound level exceedance by either the District, or a designated sound monitor or other designee, Contractor shall immediately adjust the sound level to come into compliance with sound level specifications. If repeated sound level violations occur within concert performance after such notification, Contractor agrees to immediately terminate the concert.

In addition to the above terms, Contractor agrees that the District, in exercise of its discretion and judgment, retains all rights to adjust the sound level or terminate the concert performance as it may deem necessary to ensure compliance with the sound restrictions.

MEDIA - WEBSITE
The District requires that the Contractor place specific information about the contracted event at the OC Fair on its website. Information should include the entertainer's name, date, time of performance(s) at the OC Fair, and a web link to OC Fair website (www.ocfair.com).

MEDIA - INTERVIEW
The District also requests that the Contractor consent to at least one (1), fifteen (15)-minute promotional interview with a local radio station in advance of their performance at the OC Fair. Radio station to be selected by the District.

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

MEDIA - VIDEO
Local affiliates of national television networks, upon issuance of proper District press credentials and approval of Contractor's representative, shall be allowed to videotape up to three (3) minutes of performance for news purposes only. The District actively discourages all non-legitimate videotaping activity.

MEDIA - STILL PHOTOGRAPHY
Representatives of legitimate press organizations, upon issuance of proper District press credentials, shall be allowed to photograph a portion of the performance for review purposes only. The District actively discourages all non-legitimate use of still photography.

MEET & GREETS
The District requests that the Contractor participate in a pre-performance or post-performance meet & greet as arranged by the venue.

PRODUCTION
This contract is predicated on the fact that Contractor will be using in-house production as is. The District will provide The Hangar stage, lights and sound. Backline is not included. Approximately two (2) hours are allotted to set the stage and perform soundcheck.

Any additional gear required will be at the sole expense of the Contractor. This includes but is not limited to: backline, transportation, additional riser(s), musicians or additional talent, pyrotechnics, etc. Any labor required to strike and restore changes to existing truss system is at the sole expense of the Contractor.

The Contractor is welcome to bring additional production equipment, such as monitor systems, FOH console(s), lighting console(s), and additional lighting fixtures to be added to the pre-existing truss system. The cost of setting up additional equipment is the sole responsibility of the Contractor.

If seats are killed as a result of any gear that is brought in specifically for a Hangar performance, the Contractor will be charged back the face value of the killed seats plus any refund amount required to relocate guests who have purchased seats the must be killed.

SOUND AND LIGHTS
Contractor agrees to use District-provided industry standard sound and lighting equipment. Any other expense for gear and associated labor to install, strike or cause any other expense is at the sole cost of the Contractor.

RENTAL EQUIPMENT
The District may provide, but will not be responsible for payment of rental equipment, unless otherwise specifically stated in this Agreement.

HOSPITALITY
The District may provide meal service, when contracted, chosen from a District-determined menu. District will use Contractor's contract rider as a guide, but will be the final determiner of the meal that is served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e., tour bus food service) may be requested by the Contractor at the Contractor's expense from the on-site caterer. The District will not provide alcohol, tobacco, vape and cannabis products, nor will runners be available to secure these items. The OC Fair is a smoke-free event and the use of tobacco, vape and cannabis therein is strictly forbidden.

SPONSORSHIPS
The District's sponsorships will take precedence over Contractor's sponsorships. Contractors who have a sponsor will receive one-half (1/2) the number of signs, posters, impressions compared to the number of the District's sponsor. Contractor's sponsorship signage may be used only with District Management's approval. The District's CEO and sponsorship manager shall be notified prior to the signing of this Agreement of any potential conflicts related to sponsors. Contractors shall not receive any revenues from District sponsorships.

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

The Hangar is eligible for two (2) sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Hangar.

FORCE MAJEURE CLAUSE

The District's obligations are subject to Act of God, violent storms, riots, wars, labor difficulties, epidemics, and act or order by any public authority of any cause similar or dissimilar beyond the District's control, or in the event of the destruction of the Hangar or adjoining areas of the Fairgrounds by violent weather, fire, or national or local calamity or any unforeseen fulfillment of this Agreement by the District impossible and appearances of the Contractor impossible. If such an occurrence shall occur necessitating the cancellation of any show(s) which shall be mutually agreed upon between the District and the Contractor, then the Contractor shall be paid on a prorated basis for shows(s) performed. When one (1) show only is presented and condition(s) beyond the control of the Contractor and District which would prevent the start of the show at the scheduled time it is mutually agreed that the show can be delayed a maximum of 90 minutes to correct such condition and to present herein.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers' Compensation Insurance for its employees as required by law. Prior to date of performance, all performers shall submit to the District proof of valid Workers' Compensation Insurance coverage for all of their employees, unless performer has certified on Payee Data Record – STD. 204, that he/she is a sole proprietor and has no employees. It is mutually agreed that the District is relying upon the Contractor's specific representation and warranty that it has the proper Workers Compensation Insurance and that the Contractor will indemnify and hold harmless the District in the event it did not have the insurance.

Contractor further certifies that by signing this Agreement, Contractor will comply with such provisions under Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code immediately upon hiring any employee and before commencing the performance of this Agreement.

INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, and employees from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents).

COPYRIGHT INFRINGEMENT INDEMNIFICATION

Contractor warrants and represents that no musical, literary, or artistic work or other property protected by copyright will be performed, reproduced or used in the performance of this Agreement unless Contractor has previously thereto obtained written permission from the copyright holder or is otherwise exempt under 17 U.S.C. §§110:

"notwithstanding the provisions of Section 106, the following are not infringements of copyright:…

(6) performance of a nondramatic musical work by a governmental body or a nonprofit agricultural or horticultural organization, in the course of an annual agricultural or horticultural fair or exhibition conducted by such body or organization; the exemption provided by this clause shall extend to any liability for copyright infringement that would otherwise be imposed on such body or organization, under doctrines of vicarious liability or related infringement for a performance by a concessionaire, business establishment, or other person at such fair or exhibition, but shall not excuse any such person from liability for the performance."

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

Contractor acknowledges that Contractor acts under this Agreement as an independent contractor charged with the responsibility, in Contractor's sole discretion, for selection, performance, reproduction and use of such musical, literary and artistic works as contractor deems appropriate and that Contractor undertakes strict compliance with all laws respecting copyrights and the performance, reproduction and use of musical, literary and artistic works.

Contractor warrants that in the performance of this Agreement, Contractor will not infringe any statutory, common law or other right of any person in performing, reproducing or otherwise making use of any work or material. Contractor will indemnify, save and hold harmless the State and its agencies, including District, and their officers, agents, employees and servants from and against all claims, costs, and expenses (including legal fees), demands, actions and liability of every kind and character whatsoever with respect to copyright and the performance, reproduction and use of musical, literary and artistic works. Contractor authorizes the withholding of payment under this Agreement pending the final disposition of any claim which may result from the foregoing indemnification.

MISCELLANEOUS

The performance may be emceed by (i.e. "welcomed by") a local market radio station personality. In no way shall this be considered a "co-promotion" or "presented by" situation. Contractor shall be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall provide to the District any and all available materials, specifically to include biographical information, photographs, audio and/or video tapes (beta only) for District's use in promotional, collateral and advertising material for this event/performance.

All promotional, collateral and advertising material for the event will be developed and approved by the District. This material will be executed in a festival-style approach. All Contractor names including spelling, capitalization, and addendums must be designated in contracts. Changes cannot be made after the contract has been finalized.

Contractor will not have prior approval of any Fair-related promotional or advertising material. All Contractor guidelines must be outlined in contracts and will be incorporated as indicated.

No preferential changes of images provided by Contractor's management or publicity agents will be permitted unless provided image is no longer valid due to personnel changes.

CONTRACTOR COMPLIMENTARY TICKETS

The District will provide the Contractor with a reasonable number of complimentary concert tickets. The amount will be negotiated at the point of booking and any tickets past that amount must be purchased by the Contractor. Should the show carry a co-headliner, support or an opening act, that number will be reduced proportionately. Contractor's guests will be subject to a parking charge at the event. If available, the Contractor may purchase additional tickets through the OC Fair box office.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

PROFANE OR OBSCENE LANGUAGE

This is a State of California facility and all performances will be viewed by adults and children alike. The use of profane or obscene language or gestures will not be tolerated. Any display of such language or gestures by any contracted performer, their crew, or their representatives or associates while in the view or earshot of any Fair guest will be a finable offense subject to ONE THOUSAND DOLLARS ($1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

OFFENSIVE OR POLITICAL STATEMENTS OR PROPS

The display of offensive, political or controversial statements, slogans, flags (specifically the Confederate flag) or emblems as part of branding or decoration will not be tolerated. Any display by any contracted performer, their crew, or their representatives or associates while in the view of any Fair guest will be a finable offense subject to ONE THOUSAND DOLLARS ($1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.

CONFLICT OF LAWS OR TERMS

It is expressly understood and agreed that this Agreement shall be governed by the laws of the State of California both substantive and procedural. In the case of conflict between the District/State Documents and Contractor's Documents, the District/State Documents shall prevail if the parties can not mutually agree upon a resolution of the conflict.

CONTRACTOR'S POWER AND AUTHORITY

Contractor or Contractor's designee as signatory to this Agreement is empowered and has the authority to enter into this Agreement and bind Contractor to the terms and conditions contained herein. If the Contractor is not signing and contracting in own name to perform the entertainment services, then whatever business entity is signing and contracting to provide the services of the Contractor shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation "F/S/O" (for the services of) and immediately followed by the name of the performing Contractor on the preprinted blank line on the first page.

-End Exhibit E-

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

V06042020

1. **SCOPE**
As a result of the worldwide COVID-19 pandemic, the 32nd District Agricultural Association (OCFEC) implemented numerous essential protocols and procedures to protect OCFEC staff, renters, event promoter/producer employees, exhibitors, vendors, contractors, subcontractors, volunteers and members of the public. These protocols and procedures do not supersede or replace any existing orders issued by local governments, the State of California or the Federal Government. The protocol and procedure guidelines (COVID-19 Guidelines) apply equally to all organizations and persons doing business on OCFEC property, both public and private, and all event types, commercial, trade or other, hosted at the OCFEC.

2. **SICK, ELDERLY AND VULNERABLE PERSONS**
Anyone who feels sick should remain at home. In addition, high-risk persons who are over 65 years of age, or anyone with chronic illness or underlying medical conditions, should continue to follow recommendations to stay at home and limit public interaction.

3. **PHYSICAL DISTANCING IN THE WORKPLACE**
Physical distancing of a minimum of six (6) feet should be maintained between customer-facing employees and the general public, and – to the extent practical – between employees in the field or at employee workstations. Where isolation of employees in the field or at employee workstations is impractical, face coverings must be worn without exception.

4. **HANDWASHING, PERSONAL PROTECTIVE EQUIPMENT, AND TESTING**
Renters, event promoters, event producers, exhibitors, vendors, and their respective contractors, subcontractors and volunteers (collectively, “Business Partners”) conducting business at the OCFEC must require all customer-facing employees to either wash their hands or use hand sanitizer every thirty minutes, or wear disposable gloves which are to be changed as frequently as specified by guidelines established for each applicable job assignment. Face coverings must be provided to all employees.

Before starting a shift, all OCFEC employees and all Business Partner employees, must have their temperatures taken and documented, and individual(s) will not be permitted to remain at work if the temperature reading exceeds 100.4 degrees (°) Fahrenheit. Affected individual(s) may only return to work after registering and documenting their temperature reading below 100.4° Fahrenheit for seventy-two (72) consecutive hours.

All OCFEC event attendees, before entering OCFEC premises, must have their temperatures taken and documented. Any OCFEC event attendee with a temperature reading above 100.4° Fahrenheit will not be permitted to attend the event and will be required to immediately leave the OCFEC premises. Paid admission/parking fee refunds will be subject to processing schedule.

All competitive professional and amateur sports participants, including youth sports participants, must be tested for COVID-19 at least one (1) week before the date of the scheduled competition, and will not be permitted to compete if the intended participant tests positive for COVID-19. If the intended participant tests positive for COVID-19, he/she will not be allowed to participate in any activities at the OCFEC until after (i) receiving a negative result on a subsequent COVID-19 test and (ii) satisfying the specified 14-day (or otherwise governmentally specified) COVID-19 quarantine period.

OCFEC Business Partners should make every effort to limit physical touch points at their respective places of business, including at the OCFEC. All OCFEC event promoters must significantly increase frequency of sanitation and disinfection measures at all workstations and equipment that come into contact with OCFEC employees and the general public. All OCFEC Business Partners must assess and identify the frequency of necessary sanitation and disinfection practices, and will review and agree upon a sanitation and disinfection schedule with the OCFEC.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

Face coverings and disposable gloves must be worn by all OCFEC Business Partner customer-facing employees. All OCFEC event attendees and visitors must wear appropriate face coverings. Physical barriers, if available, are preferred but not required as the general public will make the personal decision of whether to attend an event at the OCFEC and/or patronize an OCFEC Business Partner. For the benefit of the public, OCFEC employees and Business Partner employees, handwashing or hand sanitizing should be done as soon as possible following the handling of materials that come in contact with the general public.

5. **EVENT ATTENDANCE LIMITATIONS**

Attendance at all OCFEC events, including all move-in and move-out activities, must be limited at any given time, to no more than the current maximum attendance levels permitted by all applicable local and state orders or laws.

OCFEC Business Partners must establish and actively enforce measures to monitor and ensure attendance limitation compliance. If an OFCEC Business Partner fails to comply with event attendance limitations, the OCFEC in its sole and absolute discretion may cancel the event without notice and refer the matter to local law enforcement.

6. **OCFEC BUSINESS PARTNER COMPLIANCE**

OCFEC Business Partners shall make every effort to assure compliance with COVID-19 related mitigation requirements. If an OCFEC Business Partner fails to comply with these COVID-19 Guidelines, the OCFEC in its sole and absolute discretion may close non-compliant event spaces, exhibitor spaces or other such rental spaces, or may cancel the event without notice and refer the matter to local law enforcement.

7. **COVID-19 RELEASE AND WAIVER OF LIABILITY**

As consideration for being permitted to conduct event activities at the OCFEC, OCFEC Business Partners must acknowledge and agree to all COVID-19 Pandemic and related governmental orders, directives and guidelines, and forever release the 32nd District Agricultural Association, the State, California Fair Services Authority ("CFSA"), the County, the Lessor, and any fair affiliated organization, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner's employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner's participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.

8. **EVENT ORGANIZATION PROTOCOLS**

Each OCFEC Business Partner must submit event organization-specific COVID-19 related infection mitigation protocols and procedures for OCFEC review and approval no later thirty (30) days before the event's scheduled move-in date. The OCFEC reserves the right to reject any protocols and procedures that are in conflict with, or are less stringent than, the COVID-19 Guidelines. If the OCFEC rejects the OCFEC Business Partner's COVID-19 related infection mitigation protocols and procedures, the OCFEC Business Partner must resubmit revised infection mitigation protocols and procedures for review no less than fifteen (15) days before the event's scheduled move-in date. If OCFEC Business Partner fails to submit the COVID-19 related infection mitigation protocols and procedures on time, the OCFEC in its sole and absolute discretion may terminate the agreement and cancel the event without notice.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

9. **FURTHER ACTION AS NECESSARY**

The OCFEC reserves the right to modify these COVID-19 Guidelines as circumstances warrant. Specifically, the OCFEC recognizes that additional restrictions not reflected in these guidelines may be necessary to address the health and safety of certain populations depending upon their age or underlying health concerns, or otherwise to address medical issues as they arise.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

I HAVE CAREFULLY READ THIS AGREEMENT EXHIBIT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A CONTRACTUAL AGREEMENT BETWEEN MYSELF AND THE 32ND DISTRICT AGRICULTURAL ASSOCIATION, THE STATE, CFSA, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed on _____, 20____.

OCFEC BUSINESS PARTNER:

_____
Signature

_____
Address

_____
City State ZIP

-End Exhibit F-

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev. 03/2019)

R_____ A_____ F_____

AGREEMENT NUMBER
SA-055-21HB

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
B2 DESIGN & MEDIA GROUP F/S/O TWISTED GYPSY

2. The term of this Agreement is: **07/25/21** through **07/25/21** **FED ID**

3. The maximum amount of this Agreement is: **$2,750.00**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work **– To provide "Twisted Gypsy" in The Hangar on Sunday, July 25 at the 2021 OC Fair. See Page 2 for additional details.**	Pages 1 – 4
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 5
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 6 – 9
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 10 – 13
Exhibit E – Hangar House Rider (Insurance Requirements) (Attached hereto as part of this agreement)	Pages 14 – 18
Exhibit F – Covid-19 Infection Mitigation Protocol & Procedure (Attached hereto as part of this agreement)	Pages 19 – 21

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
B2 DESIGN & MEDIA GROUP F/S/O TWISTED GYPSY

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Billy M. Blair, Owner

CONTRACTOR BUSINESS ADDRESS
312 Anacapa Drive, Camarillo, CA 93010
(805) 341-1229 b2designgrouop@sbcglobal.net

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Michele Richards, Chief Executive Officer or
Joan Hamill, Chief Business Development Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACT REPRESENTATIVES:

32nd District Agriculture Association
Name: Jeff Willson
Title: Entertainment Supervisor
Phone number: (714) 708-1878

B2 Design & Media Group
Name: Billy M. Blair
Title: Owner
Phone number: (805) 341-1229

CONTRACTOR AGREES:

Performance

1. To provide the performance group "Twisted Gypsy," a tribute to Fleetwood Mac, on Sunday, July 25, 2021.
2. To perform two (2) shows approximately 75 - 90 minutes in length on The Hangar stage beginning at 4:30 p.m. and 8:30 p.m. These shows will be sold initially at less than 30% capacity for the venue. Additional seating maybe added upon approval of the Orange County Department of Health and at the discretion of the District.

Radius

1. The Hangar at The OC Fair has market exclusivity for this performance. No performance or advertising is allowed for events within a 50 mile radius (Southern Los Angeles, Inland Empire and Orange County) for 60 days prior to the performance date.

Press / Media

1. To refer to the performance venue as "The Hangar at the OC Fair" in all advertising and/or communications including, but not limited to, email, websites, social media outlets and print schedules.
2. To provide biographical, press release information, and current performer imagery as necessary.
3. To make band members available for media and/or promotional opportunities (see Exhibit E).
4. To promote this contracted event via Contractor email and mobile (if available) database(s), and web site.
5. All requests for press inclusion (written, photography, videography) at this performance event must be submitted to, and approved by, the OC Fair Communications Department.

Operations / Production

1. Advance performance with Doug Sturgis, the venue Production Manager, at doug@rkde.net.
2. The Hangar stage will be used by community performers during the day, in advance of this contracted performance. The stage will be clear and the venue vacated a minimum of three (3) hours in advance of the performance for load in, sound check and audience load in. It is imperative that Contractor arrive on time and prepared to facilitate load in and sound check during this short window of time.
3. Doors for the event are at approximately 60 minutes prior to the performance start time.
4. This contract is predicated on the fact that Contractor will be using in-house production as is. Any additional production expense will be financial responsibility of the Contractor. This includes, but is not limited to, backline, transportation of any kind, additional risers, musicians or extra talent, hotel accommodations, pyrotechnics, video, etc. (see Exhibit E).

Contractor Rider

1. The venue Production Manager will review any Contractor rider and attempt to make accommodations if possible, however the venue rider for The Hangar is incorporated into this contract and supersedes Contractor rider.

EXHIBIT A – SCOPE OF WORK (CONT.)

Merchandise

1. Contractor sells: District agrees to waive merchandise split.
2. Contractor must provide notification of merchandise sales a minimum of three days prior to the contracted date. Without this notification, there is no guarantee that merchandise tables, chairs, etc., will be provided.

Video Recording

1. Video recording of performances will only be allowed using simple hand-held devices such as cell phones. Tripods, high-resolution video cameras, multiple-camera recording positions, and other devices, for the purposes of this contract known as "professional video recording," will only be allowed with the permission of the OC Fair Entertainment Department. An origination fee of TWO HUNDRED FIFTY DOLLARS ($250.00) is required in order to receive permission to enlist professional video recording services or video equipment.
2. In cases where professional services are permitted, placement of any/all equipment is at the discretion of the venue Production Manager and may not, under any circumstances, interfere with the experience of customers at the event.
3. Contractor may order a live video feed recording of the performance captured by the District for a fee of TWO HUNDRED FIFTY DOLLARS ($250.00), requested through the OC Fair Entertainment Department. Such recordings will be provided to Contractor on a hard drive once payment is received (check or money order only). Contractor agrees to grant OC Fair the right to use recordings in whole or in part for promotional purposes.
4. If Contractor wishes to seek professional video recording services and to secure a live video recording from the District, a fee of THREE HUNDRED FIFTY DOLLARS ($350.00) is required.

Insurance

1. It is understood that this event includes the contracted performer only, and that there is no direct audience participation. If audience participation is to be included, the proper insurance must be arranged through OC Fair & Events Center Business Services.

Ticketing:

1. The District may, at its discretion, offer group discounts up to 20%.
2. The District may, at its discretion, offer two-for-one tickets to its season ticket holders
3. The District may, at its discretion, offer discounts of up to 50% to the public through its ticket service provider.
4. The District may, at its discretion, offer discounts of up to 50% to the public through internet distribution services such as, but not limited to, Groupon, Goldstar, Living Social, etc.

Other

1. The District reserves the right to terminate any contract, at any time, by giving the Contractor notice in writing at least thirty (30) days prior to the date when such terminations shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

EXHIBIT A – SCOPE OF WORK (CONT.)

2. The District's obligations are subject to Act of God, violent storms, riots, wars, labor difficulties, epidemics, and act or order by any public authority of any cause similar or dissimilar beyond the District's control, or in the event of the destruction of the Hangar or adjoining areas of the Fairgrounds by violent weather, fire, or national or local calamity or any unforeseen fulfillment of this Agreement by the District impossible and appearances of the Contractor impossible. If such an occurrence shall occur necessitating the cancellation of any show(s) which shall be mutually agreed upon between the District and the Contractor, then the Contractor shall be paid on a prorated basis for shows(s) performed. When one (1) show only is presented and condition(s) beyond the control of the Contractor and District which would prevent the start of the show at the scheduled time it is mutually agreed that the show can be delayed a maximum of 90 minutes to correct such condition and to present herein.

DISTRICT AGREES:

Payment

1. To pay Contractor a total sum not to exceed TWO THOUSAND SEVEN HUNDRED FIFTY DOLLARS ($2,750.00) upon satisfactory completion of work herein required on Sunday, July 25, 2021. (see Exhibit B and Exhibit E).

Operations / Production

1. To provide The Hangar stage, lights and sound. Backline is not included (see Exhibit E).
2. To provide box office, ticket takers, security, usher staff and concessions.

Accommodations

1. To provide a 10' X 20' dressing room trailer in the backstage area.
2. To provide a deli style meal, bottled water and soft drinks for eight band members, crew and management. Any catering beyond these parameters will be at the sole expense of the Artist (see Exhibit E).

Credentials

1. To provide complimentary parking and admission for band members, crew and management only.
2. To provide twenty (20) complimentary performance tickets upon request. Please request through venue Production Manager at hangarproduction@ocfair.com. Guest tickets include free admission to the OC Fair and the performance event, but do not include parking.

Event Marketing

1. To provide marketing, advertising and promotion as part of the 2021 OC Fair collateral material.

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5770-70

PAYMENT PROVISIONS:

To pay Contractor a total sum not to exceed TWO THOUSAND SEVEN HUNDRED FIFTY DOLLARS ($2,750.00) upon satisfactory completion of work herein required on Sunday, July 25, 2021.

Payment will be made by 32nd District Agricultural Association, State of California-issued check. As an agency of the State of California, the venue is not permitted to provide performance deposits in advance of the performance date.

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Sunday, July 25, 2021, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL:**
   This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
   No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
   Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
   Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
   The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR*:***
   Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:
During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:
Time is of the essence in this Agreement.

13. COMPENSATION:
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:
The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE BASED OFF THE SCOPE OF WORK)

CCC-04/2017 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS:
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST:
Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Current State Employees (Pub. Contract Code §10410):
1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):
1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE:
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

6. **RESOLUTION:**
A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. **AIR OR WATER POLLUTION VIOLATION:**
Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. **PAYEE DATA RECORD FORM STD. 204:**
This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES
Performer, Artist, and Contractor (hereinafter referred to as "Contractor") shall adhere to all starting and ending times as indicated in this Agreement.

CURFEW
There is a strict 10:30 p.m. curfew in effect unless an extension of curfew is approved by the 32nd District Agricultural Association (hereinafter referred to as "District") prior to the performance. If this curfew is not adhered to, Contractor shall be liable and subject to litigation and fines by the State of California for breach of contract. These fines shall be one thousand dollars ($1,000.00) per minute for the first five (5) minutes and an additional ten thousand dollars ($10,000.00) for any period thereafter.

PAYMENT
Contractor shall be paid by District check upon completion of performance. There shall be no cash payments and no check cashing shall be authorized. Contractors who are non-residents of California will be subject to State withholding by the Franchise Tax Board at a rate of seven percent (7%) unless a Form 590 has been completed and returned to the District.

PUBLIC ACCESS TO FACILITY
The facility will be open to the public approximately 60 minutes prior to the start of the show. There shall be no exceptions to this stated time. This requirement is necessary to meet safety and crowd control procedures set by the State of California Fire Marshal and the Orange County Sheriff's Department.

DECIBEL LEVEL
Sound pressure levels must not exceed:

1. 85 dB, no weighting, averaged over a 5-minute period at directly backstage. Random readings will be taken throughout sound check and performance.
2. 95 dB, no weighting, averaged over a 5-minute period at FOH.
3. 55 dB, LEQ average in surrounding neighborhoods (distance is typically 1,000 feet or more from the Hangar FOH location).
4. If any one (1) of the above conditions is exceeded, regardless of compliance in the remaining areas, Contractor will be asked to reduce levels to comply.

House sound will include stage monitors. District Agrees to use Contractor's monitor system, at Contractor's request, at no additional cost to the District.

Contractor shall be bound by the sound covenant and shall at all times during any pre-concert sound checks and the concert operate within the sound restrictions. Contractor agrees that upon discovery or notification of any occurrence of sound level exceedance by either the District, or a designated sound monitor or other designee, Contractor shall immediately adjust the sound level to come into compliance with sound level specifications. If repeated sound level violations occur within concert performance after such notification, Contractor agrees to immediately terminate the concert.

In addition to the above terms, Contractor agrees that the District, in exercise of its discretion and judgment, retains all rights to adjust the sound level or terminate the concert performance as it may deem necessary to ensure compliance with the sound restrictions.

MEDIA - WEBSITE
The District requires that the Contractor place specific information about the contracted event at the OC Fair on its website. Information should include the entertainer's name, date, time of performance(s) at the OC Fair, and a web link to OC Fair website (www.ocfair.com).

MEDIA - INTERVIEW
The District also requests that the Contractor consent to at least one (1), fifteen (15)-minute promotional interview with a local radio station in advance of their performance at the OC Fair. Radio station to be selected by the District.

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

MEDIA - VIDEO
Local affiliates of national television networks, upon issuance of proper District press credentials and approval of Contractor's representative, shall be allowed to videotape up to three (3) minutes of performance for news purposes only. The District actively discourages all non-legitimate videotaping activity.

MEDIA - STILL PHOTOGRAPHY
Representatives of legitimate press organizations, upon issuance of proper District press credentials, shall be allowed to photograph a portion of the performance for review purposes only. The District actively discourages all non-legitimate use of still photography.

MEET & GREETS
The District requests that the Contractor participate in a pre-performance or post-performance meet & greet as arranged by the venue.

PRODUCTION
This contract is predicated on the fact that Contractor will be using in-house production as is. The District will provide The Hangar stage, lights and sound. Backline is not included. Approximately two (2) hours are allotted to set the stage and perform soundcheck.

Any additional gear required will be at the sole expense of the Contractor. This includes but is not limited to: backline, transportation, additional riser(s), musicians or additional talent, pyrotechnics, etc. Any labor required to strike and restore changes to existing truss system is at the sole expense of the Contractor.

The Contractor is welcome to bring additional production equipment, such as monitor systems, FOH console(s), lighting console(s), and additional lighting fixtures to be added to the pre-existing truss system. The cost of setting up additional equipment is the sole responsibility of the Contractor.

If seats are killed as a result of any gear that is brought in specifically for a Hangar performance, the Contractor will be charged back the face value of the killed seats plus any refund amount required to relocate guests who have purchased seats the must be killed.

SOUND AND LIGHTS
Contractor agrees to use District-provided industry standard sound and lighting equipment. Any other expense for gear and associated labor to install, strike or cause any other expense is at the sole cost of the Contractor.

RENTAL EQUIPMENT
The District may provide, but will not be responsible for payment of rental equipment, unless otherwise specifically stated in this Agreement.

HOSPITALITY
The District may provide meal service, when contracted, chosen from a District-determined menu. District will use Contractor's contract rider as a guide, but will be the final determiner of the meal that is served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e., tour bus food service) may be requested by the Contractor at the Contractor's expense from the on-site caterer. The District will not provide alcohol, tobacco, vape and cannabis products, nor will runners be available to secure these items. The OC Fair is a smoke-free event and the use of tobacco, vape and cannabis therein is strictly forbidden.

SPONSORSHIPS
The District's sponsorships will take precedence over Contractor's sponsorships. Contractors who have a sponsor will receive one-half (1/2) the number of signs, posters, impressions compared to the number of the District's sponsor. Contractor's sponsorship signage may be used only with District Management's approval. The District's CEO and sponsorship manager shall be notified prior to the signing of this Agreement of any potential conflicts related to sponsors. Contractors shall not receive any revenues from District sponsorships.

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

The Hangar is eligible for two (2) sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Hangar.

FORCE MAJEURE CLAUSE

The District's obligations are subject to Act of God, violent storms, riots, wars, labor difficulties, epidemics, and act or order by any public authority of any cause similar or dissimilar beyond the District's control, or in the event of the destruction of the Hangar or adjoining areas of the Fairgrounds by violent weather, fire, or national or local calamity or any unforeseen fulfillment of this Agreement by the District impossible and appearances of the Contractor impossible. If such an occurrence shall occur necessitating the cancellation of any show(s) which shall be mutually agreed upon between the District and the Contractor, then the Contractor shall be paid on a prorated basis for shows(s) performed. When one (1) show only is presented and condition(s) beyond the control of the Contractor and District which would prevent the start of the show at the scheduled time it is mutually agreed that the show can be delayed a maximum of 90 minutes to correct such condition and to present herein.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers' Compensation Insurance for its employees as required by law. Prior to date of performance, all performers shall submit to the District proof of valid Workers' Compensation Insurance coverage for all of their employees, unless performer has certified on Payee Data Record – STD. 204, that he/she is a sole proprietor and has no employees. It is mutually agreed that the District is relying upon the Contractor's specific representation and warranty that it has the proper Workers Compensation Insurance and that the Contractor will indemnify and hold harmless the District in the event it did not have the insurance.

Contractor further certifies that by signing this Agreement, Contractor will comply with such provisions under Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code immediately upon hiring any employee and before commencing the performance of this Agreement.

INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, and employees from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents).

COPYRIGHT INFRINGEMENT INDEMNIFICATION

Contractor warrants and represents that no musical, literary, or artistic work or other property protected by copyright will be performed, reproduced or used in the performance of this Agreement unless Contractor has previously thereto obtained written permission from the copyright holder or is otherwise exempt under 17 U.S.C. §§110:

"notwithstanding the provisions of Section 106, the following are not infringements of copyright:…

(6) performance of a nondramatic musical work by a governmental body or a nonprofit agricultural or horticultural organization, in the course of an annual agricultural or horticultural fair or exhibition conducted by such body or organization; the exemption provided by this clause shall extend to any liability for copyright infringement that would otherwise be imposed on such body or organization, under doctrines of vicarious liability or related infringement for a performance by a concessionaire, business establishment, or other person at such fair or exhibition, but shall not excuse any such person from liability for the performance."

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

Contractor acknowledges that Contractor acts under this Agreement as an independent contractor charged with the responsibility, in Contractor's sole discretion, for selection, performance, reproduction and use of such musical, literary and artistic works as contractor deems appropriate and that Contractor undertakes strict compliance with all laws respecting copyrights and the performance, reproduction and use of musical, literary and artistic works.

Contractor warrants that in the performance of this Agreement, Contractor will not infringe any statutory, common law or other right of any person in performing, reproducing or otherwise making use of any work or material. Contractor will indemnify, save and hold harmless the State and its agencies, including District, and their officers, agents, employees and servants from and against all claims, costs, and expenses (including legal fees), demands, actions and liability of every kind and character whatsoever with respect to copyright and the performance, reproduction and use of musical, literary and artistic works. Contractor authorizes the withholding of payment under this Agreement pending the final disposition of any claim which may result from the foregoing indemnification.

MISCELLANEOUS

The performance may be emceed by (i.e. "welcomed by") a local market radio station personality. In no way shall this be considered a "co-promotion" or "presented by" situation. Contractor shall be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall provide to the District any and all available materials, specifically to include biographical information, photographs, audio and/or video tapes (beta only) for District's use in promotional, collateral and advertising material for this event/performance.

All promotional, collateral and advertising material for the event will be developed and approved by the District. This material will be executed in a festival-style approach. All Contractor names including spelling, capitalization, and addendums must be designated in contracts. Changes cannot be made after the contract has been finalized.

Contractor will not have prior approval of any Fair-related promotional or advertising material. All Contractor guidelines must be outlined in contracts and will be incorporated as indicated.

No preferential changes of images provided by Contractor's management or publicity agents will be permitted unless provided image is no longer valid due to personnel changes.

CONTRACTOR COMPLIMENTARY TICKETS

The District will provide the Contractor with a reasonable number of complimentary concert tickets. The amount will be negotiated at the point of booking and any tickets past that amount must be purchased by the Contractor. Should the show carry a co-headliner, support or an opening act, that number will be reduced proportionately. Contractor's guests will be subject to a parking charge at the event. If available, the Contractor may purchase additional tickets through the OC Fair box office.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

PROFANE OR OBSCENE LANGUAGE

This is a State of California facility and all performances will be viewed by adults and children alike. The use of profane or obscene language or gestures will not be tolerated. Any display of such language or gestures by any contracted performer, their crew, or their representatives or associates while in the view or earshot of any Fair guest will be a finable offense subject to ONE THOUSAND DOLLARS ($1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

OFFENSIVE OR POLITICAL STATEMENTS OR PROPS

The display of offensive, political or controversial statements, slogans, flags (specifically the Confederate flag) or emblems as part of branding or decoration will not be tolerated. Any display by any contracted performer, their crew, or their representatives or associates while in the view of any Fair guest will be a finable offense subject to ONE THOUSAND DOLLARS ($1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.

CONFLICT OF LAWS OR TERMS

It is expressly understood and agreed that this Agreement shall be governed by the laws of the State of California both substantive and procedural. In the case of conflict between the District/State Documents and Contractor's Documents, the District/State Documents shall prevail if the parties can not mutually agree upon a resolution of the conflict.

CONTRACTOR'S POWER AND AUTHORITY

Contractor or Contractor's designee as signatory to this Agreement is empowered and has the authority to enter into this Agreement and bind Contractor to the terms and conditions contained herein. If the Contractor is not signing and contracting in own name to perform the entertainment services, then whatever business entity is signing and contracting to provide the services of the Contractor shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation "F/S/O" (for the services of) and immediately followed by the name of the performing Contractor on the preprinted blank line on the first page.

-End Exhibit E-

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

V06042020

1. **SCOPE**
As a result of the worldwide COVID-19 pandemic, the 32nd District Agricultural Association (OCFEC) implemented numerous essential protocols and procedures to protect OCFEC staff, renters, event promoter/producer employees, exhibitors, vendors, contractors, subcontractors, volunteers and members of the public. These protocols and procedures do not supersede or replace any existing orders issued by local governments, the State of California or the Federal Government. The protocol and procedure guidelines (COVID-19 Guidelines) apply equally to all organizations and persons doing business on OCFEC property, both public and private, and all event types, commercial, trade or other, hosted at the OCFEC.

2. **SICK, ELDERLY AND VULNERABLE PERSONS**
Anyone who feels sick should remain at home. In addition, high-risk persons who are over 65 years of age, or anyone with chronic illness or underlying medical conditions, should continue to follow recommendations to stay at home and limit public interaction.

3. **PHYSICAL DISTANCING IN THE WORKPLACE**
Physical distancing of a minimum of six (6) feet should be maintained between customer-facing employees and the general public, and – to the extent practical – between employees in the field or at employee workstations. Where isolation of employees in the field or at employee workstations is impractical, face coverings must be worn without exception.

4. **HANDWASHING, PERSONAL PROTECTIVE EQUIPMENT, AND TESTING**
Renters, event promoters, event producers, exhibitors, vendors, and their respective contractors, subcontractors and volunteers (collectively, “Business Partners”) conducting business at the OCFEC must require all customer-facing employees to either wash their hands or use hand sanitizer every thirty minutes, or wear disposable gloves which are to be changed as frequently as specified by guidelines established for each applicable job assignment. Face coverings must be provided to all employees.

Before starting a shift, all OCFEC employees and all Business Partner employees, must have their temperatures taken and documented, and individual(s) will not be permitted to remain at work if the temperature reading exceeds 100.4 degrees (°) Fahrenheit. Affected individual(s) may only return to work after registering and documenting their temperature reading below 100.4° Fahrenheit for seventy-two (72) consecutive hours.

All OCFEC event attendees, before entering OCFEC premises, must have their temperatures taken and documented. Any OCFEC event attendee with a temperature reading above 100.4° Fahrenheit will not be permitted to attend the event and will be required to immediately leave the OCFEC premises. Paid admission/parking fee refunds will be subject to processing schedule.

All competitive professional and amateur sports participants, including youth sports participants, must be tested for COVID-19 at least one (1) week before the date of the scheduled competition, and will not be permitted to compete if the intended participant tests positive for COVID-19. If the intended participant tests positive for COVID-19, he/she will not be allowed to participate in any activities at the OCFEC until after (i) receiving a negative result on a subsequent COVID-19 test and (ii) satisfying the specified 14-day (or otherwise governmentally specified) COVID-19 quarantine period.

OCFEC Business Partners should make every effort to limit physical touch points at their respective places of business, including at the OCFEC. All OCFEC event promoters must significantly increase frequency of sanitation and disinfection measures at all workstations and equipment that come into contact with OCFEC employees and the general public. All OCFEC Business Partners must assess and identify the frequency of necessary sanitation and disinfection practices, and will review and agree upon a sanitation and disinfection schedule with the OCFEC.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

Face coverings and disposable gloves must be worn by all OCFEC Business Partner customer-facing employees. All OCFEC event attendees and visitors must wear appropriate face coverings. Physical barriers, if available, are preferred but not required as the general public will make the personal decision of whether to attend an event at the OCFEC and/or patronize an OCFEC Business Partner. For the benefit of the public, OCFEC employees and Business Partner employees, handwashing or hand sanitizing should be done as soon as possible following the handling of materials that come in contact with the general public.

5. **EVENT ATTENDANCE LIMITATIONS**

Attendance at all OCFEC events, including all move-in and move-out activities, must be limited at any given time, to no more than the current maximum attendance levels permitted by all applicable local and state orders or laws.

OCFEC Business Partners must establish and actively enforce measures to monitor and ensure attendance limitation compliance. If an OFCEC Business Partner fails to comply with event attendance limitations, the OCFEC in its sole and absolute discretion may cancel the event without notice and refer the matter to local law enforcement.

6. **OCFEC BUSINESS PARTNER COMPLIANCE**

OCFEC Business Partners shall make every effort to assure compliance with COVID-19 related mitigation requirements. If an OCFEC Business Partner fails to comply with these COVID-19 Guidelines, the OCFEC in its sole and absolute discretion may close non-compliant event spaces, exhibitor spaces or other such rental spaces, or may cancel the event without notice and refer the matter to local law enforcement.

7. **COVID-19 RELEASE AND WAIVER OF LIABILITY**

As consideration for being permitted to conduct event activities at the OCFEC, OCFEC Business Partners must acknowledge and agree to all COVID-19 Pandemic and related governmental orders, directives and guidelines, and forever release the 32nd District Agricultural Association, the State, California Fair Services Authority ("CFSA"), the County, the Lessor, and any fair affiliated organization, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner's employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner's participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.

8. **EVENT ORGANIZATION PROTOCOLS**

Each OCFEC Business Partner must submit event organization-specific COVID-19 related infection mitigation protocols and procedures for OCFEC review and approval no later thirty (30) days before the event's scheduled move-in date. The OCFEC reserves the right to reject any protocols and procedures that are in conflict with, or are less stringent than, the COVID-19 Guidelines. If the OCFEC rejects the OCFEC Business Partner's COVID-19 related infection mitigation protocols and procedures, the OCFEC Business Partner must resubmit revised infection mitigation protocols and procedures for review no less than fifteen (15) days before the event's scheduled move-in date. If OCFEC Business Partner fails to submit the COVID-19 related infection mitigation protocols and procedures on time, the OCFEC in its sole and absolute discretion may terminate the agreement and cancel the event without notice.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

9. **FURTHER ACTION AS NECESSARY**

The OCFEC reserves the right to modify these COVID-19 Guidelines as circumstances warrant. Specifically, the OCFEC recognizes that additional restrictions not reflected in these guidelines may be necessary to address the health and safety of certain populations depending upon their age or underlying health concerns, or otherwise to address medical issues as they arise.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

I HAVE CAREFULLY READ THIS AGREEMENT EXHIBIT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A CONTRACTUAL AGREEMENT BETWEEN MYSELF AND THE 32ND DISTRICT AGRICULTURAL ASSOCIATION, THE STATE, CFSA, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed on _____, 20____.

OCFEC BUSINESS PARTNER:

_____
Signature

_____
Address

_____
City State ZIP

-End Exhibit F-

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev. 03/2019)

R_____ A_____ F_____

AGREEMENT NUMBER
SA-056-21HB

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
MUSIC ZIRCONIA TALENT, LLC F/S/O ABBA L.A.

2. The term of this Agreement is: **07/17/21** through **07/17/21** **FED ID:**

3. The maximum amount of this Agreement is: **$3,000.00**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work **– To provide "ABBA L.A." in The Hangar on July 17 at the 2021 OC Fair. See Page 2 for additional details.**	Pages 1 – 4
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 5
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 6 – 9
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 10 – 13
Exhibit E – Hangar House Rider (Insurance Requirements) (Attached hereto as part of this agreement)	Pages 14 – 18
Exhibit F – Covid-19 Infection Mitigation Protocol & Procedure (Attached hereto as part of this agreement)	Pages 19 – 21

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
MUSIC ZIRCONIA TALENT, LLC F/S/O ABBA L.A.

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Michael Twombly, Owner

CONTRACTOR BUSINESS ADDRESS
5595 Magnatron Blvd. Ste A, San Diego CA 92111
(858) 598-7311 michael@musiczirconia.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Michele Richards, Chief Executive Officer or
Joan Hamill, Chief Business Development Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACT REPRESENTATIVES:

32nd District Agriculture Association
Name: Jeff Willson
Title: Entertainment Supervisor
Phone number: (714) 708-1878

Music Zirconia
Name: Michael Twombly
Title: Owner
Phone number: (858) 598-7311

CONTRACTOR AGREES:

Performance

1. To provide the performance group, "ABBA L.A.," on Saturday, July 17, 2021.
2. To perform two (2) shows approximately 75 - 90 minutes in length on The Hangar stage beginning at 4:30 p.m. and 8:30 p.m. These shows will be sold initially at less than 30% capacity for the venue.

Radius

1. The Hangar at The OC Fair has market exclusivity for this performance. No performance or advertising is allowed for events within a 50 mile radius (Southern Los Angeles, Inland Empire and Orange County) for 60 days prior to the performance date.

Press / Media

1. To refer to the performance venue as "The Hangar at the OC Fair" in all advertising and/or communications including, but not limited to, email, websites, social media outlets and print schedules.
2. To provide biographical, press release information, and current performer imagery as necessary.
3. To make band members available for media and/or promotional opportunities (see Exhibit E).
4. To promote this contracted event via Contractor email and mobile (if available) database(s), and web site.
5. All requests for press inclusion (written, photography, videography) at this performance event must be submitted to, and approved by, the OC Fair Communications Department.

Operations / Production

1. Advance performance with Doug Sturgis, the venue Production Manager, at doug@rkde.net.
2. The Hangar stage will be used by community performers during the day, in advance of this contracted performance. The stage will be clear and the venue vacated a minimum of three (3) hours in advance of the performance for load in, sound check and audience load in. It is imperative that Contractor arrive on time and prepared to facilitate load in and sound check during this short window of time.
3. Doors for the event are at approximately 60 minutes prior to the performance start time.
4. This contract is predicated on the fact that Contractor will be using in-house production as is. Any additional production expense will be financial responsibility of the Contractor. This includes, but is not limited to, backline, transportation of any kind, additional risers, musicians or extra talent, hotel accommodations, pyrotechnics, video, etc. (see Exhibit E).

Contractor Rider

1. The venue Production Manager will review any Contractor rider and attempt to make accommodations if possible, however the venue rider for The Hangar is incorporated into this contract and supersedes Contractor rider.

EXHIBIT A – SCOPE OF WORK (CONT.)

Merchandise

1. Contractor sells: District agrees to waive merchandise split.
2. Contractor must provide notification of merchandise sales a minimum of three days prior to the contracted date. Without this notification, there is no guarantee that merchandise tables, chairs, etc., will be provided.

Video Recording

1. Video recording of performances will only be allowed using simple hand-held devices such as cell phones. Tripods, high-resolution video cameras, multiple-camera recording positions, and other devices, for the purposes of this contract known as "professional video recording," will only be allowed with the permission of the OC Fair Entertainment Department. An origination fee of TWO HUNDRED FIFTY DOLLARS ($250.00) is required in order to receive permission to enlist professional video recording services or video equipment.
2. In cases where professional services are permitted, placement of any/all equipment is at the discretion of the venue Production Manager and may not, under any circumstances, interfere with the experience of customers at the event.
3. Contractor may order a live video feed recording of the performance captured by the District for a fee of TWO HUNDRED FIFTY DOLLARS ($250.00), requested through the OC Fair Entertainment Department. Such recordings will be provided to Contractor on a hard drive once payment is received (check or money order only). Contractor agrees to grant OC Fair the right to use recordings in whole or in part for promotional purposes.
4. If Contractor wishes to seek professional video recording services and to secure a live video recording from the District, a fee of THREE HUNDRED FIFTY DOLLARS ($350.00) is required.

Insurance

1. It is understood that this event includes the contracted performer only, and that there is no direct audience participation. If audience participation is to be included, the proper insurance must be arranged through OC Fair & Events Center Business Services.

Ticketing:

1. The District may, at its discretion, offer group discounts up to 20%.
2. The District may, at its discretion, offer two-for-one tickets to its season ticket holders
3. The District may, at its discretion, offer discounts of up to 50% to the public through its ticket service provider.
4. The District may, at its discretion, offer discounts of up to 50% to the public through internet distribution services such as, but not limited to, Groupon, Goldstar, Living Social, etc.

Other

1. The District reserves the right to terminate any contract, at any time, by giving the Contractor notice in writing at least thirty (30) days prior to the date when such terminations shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

EXHIBIT A – SCOPE OF WORK (CONT.)

2. The District's obligations are subject to Act of God, violent storms, riots, wars, labor difficulties, epidemics, and act or order by any public authority of any cause similar or dissimilar beyond the District's control, or in the event of the destruction of the Hangar or adjoining areas of the Fairgrounds by violent weather, fire, or national or local calamity or any unforeseen fulfillment of this Agreement by the District impossible and appearances of the Contractor impossible. If such an occurrence shall occur necessitating the cancellation of any show(s) which shall be mutually agreed upon between the District and the Contractor, then the Contractor shall be paid on a prorated basis for shows(s) performed. When one (1) show only is presented and condition(s) beyond the control of the Contractor and District which would prevent the start of the show at the scheduled time it is mutually agreed that the show can be delayed a maximum of 90 minutes to correct such condition and to present herein.

DISTRICT AGREES:

Payment

1. To pay Contractor a total sum not to exceed THREE THOUSAND DOLLARS ($3,000.00) upon satisfactory completion of work herein required. Payment will be made NET 10 and delivered via US Mail.

Operations / Production

1. To provide The Hangar stage, lights and sound. Backline is not included (see Exhibit E).
2. To provide box office, ticket takers, security, usher staff and concessions.

Accommodations

1. To provide a 10' X 20' dressing room trailer in the backstage area.
2. To provide a deli style meal, bottled water and soft drinks for eight band members, crew and management. Any catering beyond these parameters will be at the sole expense of the Artist (see Exhibit E).

Credentials

1. To provide complimentary parking and admission for band members, crew and management only.
2. To provide twenty (20) complimentary performance tickets upon request. Please request through venue Production Manager at hangarproduction@ocfair.com. Guest tickets include free admission to the OC Fair and the performance event, but do not include parking.

Event Marketing

1. To provide marketing, advertising and promotion as part of the 2021 OC Fair collateral material.

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5770-70

PAYMENT PROVISIONS:

To pay Contractor a total sum not to exceed THREE THOUSAND DOLLARS ($3,000.00) upon satisfactory completion of work herein required. Payment will be made NET 10 and delivered via US Mail.

Payment will be made by 32nd District Agricultural Association, State of California-issued check. As an agency of the State of California, the venue is not permitted to provide performance deposits in advance of the performance date.

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Saturday, July 17, 2021, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL:**
   This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
   No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
   Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
   Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
   The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR*:***
   Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:
During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:
Time is of the essence in this Agreement.

13. COMPENSATION:
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:
The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE BASED OFF THE SCOPE OF WORK)

CCC-04/2017 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS:
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST:
Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Current State Employees (Pub. Contract Code §10410):
1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):
1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE:
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

6. **RESOLUTION:**
A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. **AIR OR WATER POLLUTION VIOLATION:**
Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. **PAYEE DATA RECORD FORM STD. 204:**
This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES
Performer, Artist, and Contractor (hereinafter referred to as "Contractor") shall adhere to all starting and ending times as indicated in this Agreement.

CURFEW
There is a strict 10:30 p.m. curfew in effect unless an extension of curfew is approved by the 32nd District Agricultural Association (hereinafter referred to as "District") prior to the performance. If this curfew is not adhered to, Contractor shall be liable and subject to litigation and fines by the State of California for breach of contract. These fines shall be one thousand dollars ($1,000.00) per minute for the first five (5) minutes and an additional ten thousand dollars ($10,000.00) for any period thereafter.

PAYMENT
Contractor shall be paid by District check upon completion of performance. There shall be no cash payments and no check cashing shall be authorized. Contractors who are non-residents of California will be subject to State withholding by the Franchise Tax Board at a rate of seven percent (7%) unless a Form 590 has been completed and returned to the District.

PUBLIC ACCESS TO FACILITY
The facility will be open to the public approximately 60 minutes prior to the start of the show. There shall be no exceptions to this stated time. This requirement is necessary to meet safety and crowd control procedures set by the State of California Fire Marshal and the Orange County Sheriff's Department.

DECIBEL LEVEL
Sound pressure levels must not exceed:

1. 85 dB, no weighting, averaged over a 5-minute period at directly backstage. Random readings will be taken throughout sound check and performance.
2. 95 dB, no weighting, averaged over a 5-minute period at FOH.
3. 55 dB, LEQ average in surrounding neighborhoods (distance is typically 1,000 feet or more from the Hangar FOH location).
4. If any one (1) of the above conditions is exceeded, regardless of compliance in the remaining areas, Contractor will be asked to reduce levels to comply.

House sound will include stage monitors. District Agrees to use Contractor's monitor system, at Contractor's request, at no additional cost to the District.

Contractor shall be bound by the sound covenant and shall at all times during any pre-concert sound checks and the concert operate within the sound restrictions. Contractor agrees that upon discovery or notification of any occurrence of sound level exceedance by either the District, or a designated sound monitor or other designee, Contractor shall immediately adjust the sound level to come into compliance with sound level specifications. If repeated sound level violations occur within concert performance after such notification, Contractor agrees to immediately terminate the concert.

In addition to the above terms, Contractor agrees that the District, in exercise of its discretion and judgment, retains all rights to adjust the sound level or terminate the concert performance as it may deem necessary to ensure compliance with the sound restrictions.

MEDIA - WEBSITE
The District requires that the Contractor place specific information about the contracted event at the OC Fair on its website. Information should include the entertainer's name, date, time of performance(s) at the OC Fair, and a web link to OC Fair website (www.ocfair.com).

MEDIA - INTERVIEW
The District also requests that the Contractor consent to at least one (1), fifteen (15)-minute promotional interview with a local radio station in advance of their performance at the OC Fair. Radio station to be selected by the District.

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

MEDIA - VIDEO
Local affiliates of national television networks, upon issuance of proper District press credentials and approval of Contractor's representative, shall be allowed to videotape up to three (3) minutes of performance for news purposes only. The District actively discourages all non-legitimate videotaping activity.

MEDIA - STILL PHOTOGRAPHY
Representatives of legitimate press organizations, upon issuance of proper District press credentials, shall be allowed to photograph a portion of the performance for review purposes only. The District actively discourages all non-legitimate use of still photography.

MEET & GREETS
The District requests that the Contractor participate in a pre-performance or post-performance meet & greet as arranged by the venue.

PRODUCTION
This contract is predicated on the fact that Contractor will be using in-house production as is. The District will provide The Hangar stage, lights and sound. Backline is not included. Approximately two (2) hours are allotted to set the stage and perform soundcheck.

Any additional gear required will be at the sole expense of the Contractor. This includes but is not limited to: backline, transportation, additional riser(s), musicians or additional talent, pyrotechnics, etc. Any labor required to strike and restore changes to existing truss system is at the sole expense of the Contractor.

The Contractor is welcome to bring additional production equipment, such as monitor systems, FOH console(s), lighting console(s), and additional lighting fixtures to be added to the pre-existing truss system. The cost of setting up additional equipment is the sole responsibility of the Contractor.

If seats are killed as a result of any gear that is brought in specifically for a Hangar performance, the Contractor will be charged back the face value of the killed seats plus any refund amount required to relocate guests who have purchased seats the must be killed.

SOUND AND LIGHTS
Contractor agrees to use District-provided industry standard sound and lighting equipment. Any other expense for gear and associated labor to install, strike or cause any other expense is at the sole cost of the Contractor.

RENTAL EQUIPMENT
The District may provide, but will not be responsible for payment of rental equipment, unless otherwise specifically stated in this Agreement.

HOSPITALITY
The District may provide meal service, when contracted, chosen from a District-determined menu. District will use Contractor's contract rider as a guide, but will be the final determiner of the meal that is served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e., tour bus food service) may be requested by the Contractor at the Contractor's expense from the on-site caterer. The District will not provide alcohol, tobacco, vape and cannabis products, nor will runners be available to secure these items. The OC Fair is a smoke-free event and the use of tobacco, vape and cannabis therein is strictly forbidden.

SPONSORSHIPS
The District's sponsorships will take precedence over Contractor's sponsorships. Contractors who have a sponsor will receive one-half (1/2) the number of signs, posters, impressions compared to the number of the District's sponsor. Contractor's sponsorship signage may be used only with District Management's approval. The District's CEO and sponsorship manager shall be notified prior to the signing of this Agreement of any potential conflicts related to sponsors. Contractors shall not receive any revenues from District sponsorships.

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

The Hangar is eligible for two (2) sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Hangar.

FORCE MAJEURE CLAUSE

The District's obligations are subject to Act of God, violent storms, riots, wars, labor difficulties, epidemics, and act or order by any public authority of any cause similar or dissimilar beyond the District's control, or in the event of the destruction of the Hangar or adjoining areas of the Fairgrounds by violent weather, fire, or national or local calamity or any unforeseen fulfillment of this Agreement by the District impossible and appearances of the Contractor impossible. If such an occurrence shall occur necessitating the cancellation of any show(s) which shall be mutually agreed upon between the District and the Contractor, then the Contractor shall be paid on a prorated basis for shows(s) performed. When one (1) show only is presented and condition(s) beyond the control of the Contractor and District which would prevent the start of the show at the scheduled time it is mutually agreed that the show can be delayed a maximum of 90 minutes to correct such condition and to present herein.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers' Compensation Insurance for its employees as required by law. Prior to date of performance, all performers shall submit to the District proof of valid Workers' Compensation Insurance coverage for all of their employees, unless performer has certified on Payee Data Record – STD. 204, that he/she is a sole proprietor and has no employees. It is mutually agreed that the District is relying upon the Contractor's specific representation and warranty that it has the proper Workers Compensation Insurance and that the Contractor will indemnify and hold harmless the District in the event it did not have the insurance.

Contractor further certifies that by signing this Agreement, Contractor will comply with such provisions under Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code immediately upon hiring any employee and before commencing the performance of this Agreement.

INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, and employees from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents).

COPYRIGHT INFRINGEMENT INDEMNIFICATION

Contractor warrants and represents that no musical, literary, or artistic work or other property protected by copyright will be performed, reproduced or used in the performance of this Agreement unless Contractor has previously thereto obtained written permission from the copyright holder or is otherwise exempt under 17 U.S.C. §§110:

"notwithstanding the provisions of Section 106, the following are not infringements of copyright:…

(6) performance of a nondramatic musical work by a governmental body or a nonprofit agricultural or horticultural organization, in the course of an annual agricultural or horticultural fair or exhibition conducted by such body or organization; the exemption provided by this clause shall extend to any liability for copyright infringement that would otherwise be imposed on such body or organization, under doctrines of vicarious liability or related infringement for a performance by a concessionaire, business establishment, or other person at such fair or exhibition, but shall not excuse any such person from liability for the performance."

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

Contractor acknowledges that Contractor acts under this Agreement as an independent contractor charged with the responsibility, in Contractor's sole discretion, for selection, performance, reproduction and use of such musical, literary and artistic works as contractor deems appropriate and that Contractor undertakes strict compliance with all laws respecting copyrights and the performance, reproduction and use of musical, literary and artistic works.

Contractor warrants that in the performance of this Agreement, Contractor will not infringe any statutory, common law or other right of any person in performing, reproducing or otherwise making use of any work or material. Contractor will indemnify, save and hold harmless the State and its agencies, including District, and their officers, agents, employees and servants from and against all claims, costs, and expenses (including legal fees), demands, actions and liability of every kind and character whatsoever with respect to copyright and the performance, reproduction and use of musical, literary and artistic works. Contractor authorizes the withholding of payment under this Agreement pending the final disposition of any claim which may result from the foregoing indemnification.

MISCELLANEOUS

The performance may be emceed by (i.e. "welcomed by") a local market radio station personality. In no way shall this be considered a "co-promotion" or "presented by" situation. Contractor shall be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall provide to the District any and all available materials, specifically to include biographical information, photographs, audio and/or video tapes (beta only) for District's use in promotional, collateral and advertising material for this event/performance.

All promotional, collateral and advertising material for the event will be developed and approved by the District. This material will be executed in a festival-style approach. All Contractor names including spelling, capitalization, and addendums must be designated in contracts. Changes cannot be made after the contract has been finalized.

Contractor will not have prior approval of any Fair-related promotional or advertising material. All Contractor guidelines must be outlined in contracts and will be incorporated as indicated.

No preferential changes of images provided by Contractor's management or publicity agents will be permitted unless provided image is no longer valid due to personnel changes.

CONTRACTOR COMPLIMENTARY TICKETS

The District will provide the Contractor with a reasonable number of complimentary concert tickets. The amount will be negotiated at the point of booking and any tickets past that amount must be purchased by the Contractor. Should the show carry a co-headliner, support or an opening act, that number will be reduced proportionately. Contractor's guests will be subject to a parking charge at the event. If available, the Contractor may purchase additional tickets through the OC Fair box office.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

PROFANE OR OBSCENE LANGUAGE

This is a State of California facility and all performances will be viewed by adults and children alike. The use of profane or obscene language or gestures will not be tolerated. Any display of such language or gestures by any contracted performer, their crew, or their representatives or associates while in the view or earshot of any Fair guest will be a finable offense subject to ONE THOUSAND DOLLARS ($1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

OFFENSIVE OR POLITICAL STATEMENTS OR PROPS

The display of offensive, political or controversial statements, slogans, flags (specifically the Confederate flag) or emblems as part of branding or decoration will not be tolerated. Any display by any contracted performer, their crew, or their representatives or associates while in the view of any Fair guest will be a finable offense subject to ONE THOUSAND DOLLARS ($1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.

CONFLICT OF LAWS OR TERMS

It is expressly understood and agreed that this Agreement shall be governed by the laws of the State of California both substantive and procedural. In the case of conflict between the District/State Documents and Contractor's Documents, the District/State Documents shall prevail if the parties can not mutually agree upon a resolution of the conflict.

CONTRACTOR'S POWER AND AUTHORITY

Contractor or Contractor's designee as signatory to this Agreement is empowered and has the authority to enter into this Agreement and bind Contractor to the terms and conditions contained herein. If the Contractor is not signing and contracting in own name to perform the entertainment services, then whatever business entity is signing and contracting to provide the services of the Contractor shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation "F/S/O" (for the services of) and immediately followed by the name of the performing Contractor on the preprinted blank line on the first page.

-End Exhibit E-

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

V06042020

1. **SCOPE**
As a result of the worldwide COVID-19 pandemic, the 32nd District Agricultural Association (OCFEC) implemented numerous essential protocols and procedures to protect OCFEC staff, renters, event promoter/producer employees, exhibitors, vendors, contractors, subcontractors, volunteers and members of the public. These protocols and procedures do not supersede or replace any existing orders issued by local governments, the State of California or the Federal Government. The protocol and procedure guidelines (COVID-19 Guidelines) apply equally to all organizations and persons doing business on OCFEC property, both public and private, and all event types, commercial, trade or other, hosted at the OCFEC.

2. **SICK, ELDERLY AND VULNERABLE PERSONS**
Anyone who feels sick should remain at home. In addition, high-risk persons who are over 65 years of age, or anyone with chronic illness or underlying medical conditions, should continue to follow recommendations to stay at home and limit public interaction.

3. **PHYSICAL DISTANCING IN THE WORKPLACE**
Physical distancing of a minimum of six (6) feet should be maintained between customer-facing employees and the general public, and – to the extent practical – between employees in the field or at employee workstations. Where isolation of employees in the field or at employee workstations is impractical, face coverings must be worn without exception.

4. **HANDWASHING, PERSONAL PROTECTIVE EQUIPMENT, AND TESTING**
Renters, event promoters, event producers, exhibitors, vendors, and their respective contractors, subcontractors and volunteers (collectively, “Business Partners”) conducting business at the OCFEC must require all customer-facing employees to either wash their hands or use hand sanitizer every thirty minutes, or wear disposable gloves which are to be changed as frequently as specified by guidelines established for each applicable job assignment. Face coverings must be provided to all employees.

Before starting a shift, all OCFEC employees and all Business Partner employees, must have their temperatures taken and documented, and individual(s) will not be permitted to remain at work if the temperature reading exceeds 100.4 degrees (°) Fahrenheit. Affected individual(s) may only return to work after registering and documenting their temperature reading below 100.4° Fahrenheit for seventy-two (72) consecutive hours.

All OCFEC event attendees, before entering OCFEC premises, must have their temperatures taken and documented. Any OCFEC event attendee with a temperature reading above 100.4° Fahrenheit will not be permitted to attend the event and will be required to immediately leave the OCFEC premises. Paid admission/parking fee refunds will be subject to processing schedule.

All competitive professional and amateur sports participants, including youth sports participants, must be tested for COVID-19 at least one (1) week before the date of the scheduled competition, and will not be permitted to compete if the intended participant tests positive for COVID-19. If the intended participant tests positive for COVID-19, he/she will not be allowed to participate in any activities at the OCFEC until after (i) receiving a negative result on a subsequent COVID-19 test and (ii) satisfying the specified 14-day (or otherwise governmentally specified) COVID-19 quarantine period.

OCFEC Business Partners should make every effort to limit physical touch points at their respective places of business, including at the OCFEC. All OCFEC event promoters must significantly increase frequency of sanitation and disinfection measures at all workstations and equipment that come into contact with OCFEC employees and the general public. All OCFEC Business Partners must assess and identify the frequency of necessary sanitation and disinfection practices, and will review and agree upon a sanitation and disinfection schedule with the OCFEC.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

Face coverings and disposable gloves must be worn by all OCFEC Business Partner customer-facing employees. All OCFEC event attendees and visitors must wear appropriate face coverings. Physical barriers, if available, are preferred but not required as the general public will make the personal decision of whether to attend an event at the OCFEC and/or patronize an OCFEC Business Partner. For the benefit of the public, OCFEC employees and Business Partner employees, handwashing or hand sanitizing should be done as soon as possible following the handling of materials that come in contact with the general public.

5. **EVENT ATTENDANCE LIMITATIONS**

Attendance at all OCFEC events, including all move-in and move-out activities, must be limited at any given time, to no more than the current maximum attendance levels permitted by all applicable local and state orders or laws.

OCFEC Business Partners must establish and actively enforce measures to monitor and ensure attendance limitation compliance. If an OFCEC Business Partner fails to comply with event attendance limitations, the OCFEC in its sole and absolute discretion may cancel the event without notice and refer the matter to local law enforcement.

6. **OCFEC BUSINESS PARTNER COMPLIANCE**

OCFEC Business Partners shall make every effort to assure compliance with COVID-19 related mitigation requirements. If an OCFEC Business Partner fails to comply with these COVID-19 Guidelines, the OCFEC in its sole and absolute discretion may close non-compliant event spaces, exhibitor spaces or other such rental spaces, or may cancel the event without notice and refer the matter to local law enforcement.

7. **COVID-19 RELEASE AND WAIVER OF LIABILITY**

As consideration for being permitted to conduct event activities at the OCFEC, OCFEC Business Partners must acknowledge and agree to all COVID-19 Pandemic and related governmental orders, directives and guidelines, and forever release the 32nd District Agricultural Association, the State, California Fair Services Authority ("CFSA"), the County, the Lessor, and any fair affiliated organization, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner's employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner's participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.

8. **EVENT ORGANIZATION PROTOCOLS**

Each OCFEC Business Partner must submit event organization-specific COVID-19 related infection mitigation protocols and procedures for OCFEC review and approval no later thirty (30) days before the event's scheduled move-in date. The OCFEC reserves the right to reject any protocols and procedures that are in conflict with, or are less stringent than, the COVID-19 Guidelines. If the OCFEC rejects the OCFEC Business Partner's COVID-19 related infection mitigation protocols and procedures, the OCFEC Business Partner must resubmit revised infection mitigation protocols and procedures for review no less than fifteen (15) days before the event's scheduled move-in date. If OCFEC Business Partner fails to submit the COVID-19 related infection mitigation protocols and procedures on time, the OCFEC in its sole and absolute discretion may terminate the agreement and cancel the event without notice.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

9. **FURTHER ACTION AS NECESSARY**

The OCFEC reserves the right to modify these COVID-19 Guidelines as circumstances warrant. Specifically, the OCFEC recognizes that additional restrictions not reflected in these guidelines may be necessary to address the health and safety of certain populations depending upon their age or underlying health concerns, or otherwise to address medical issues as they arise.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

I HAVE CAREFULLY READ THIS AGREEMENT EXHIBIT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A CONTRACTUAL AGREEMENT BETWEEN MYSELF AND THE 32ND DISTRICT AGRICULTURAL ASSOCIATION, THE STATE, CFSA, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed on _____, 20____.

OCFEC BUSINESS PARTNER:

_____
Signature

_____
Address

_____
City State ZIP

-End Exhibit F-

STATE OF CALIFORNIA
STANDARD AGREEMENT **R_____ A_____ F_____**
STD 213 (Rev. 03/2019)

AGREEMENT NUMBER
SA-087-21YR

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
STATEWIDE SEATING & GRANDSTANDS, INC.

2. The term of this Agreement is: **07/01/2021** through **06/30/2022** **FED ID:**
Option years (7/1/22-6/30/23; 7/1/23-6/30/2024; 7/1/24-6/30/25; 7/1/25-6/30/26)

3. The maximum amount of this Agreement is: **$162,160; $420,923 (Include option years)**
(2021-$80,079; 2022-$82,081 2023-$84,133; 2024-$86,237; 2025-$88,393)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work **–** To provide temporary bleacher rental at the Fair at the OC Fair & Event Center	Page 1-3
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 4-6
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 7-10
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 11-14
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 15-17
Exhibit F – OCFEC Megan's Law Screening & Certification Form (Attached hereto as part of this agreement)	Pages 18-19
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 20-21
Exhibit H – Additional Contract Terms & Conditions (Attached hereto as part of this agreement)	Pages 22-26
Exhibit I – COVID-19 Infection Mitigation Protocol & Procedure Guidelines (Attached hereto as part of this agreement)	Pages 27-29

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
Statewide Seating & Grandstands, Inc.

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Brian Daniels, President

CONTRACTOR BUSINESS ADDRESS
3290 Main ST, San Diego, CA 92113

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND District Agricultural Association/OC Fair & Event Center

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Michele Richards, Chief Executive Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK

CONTRACT REPRESENTATIVES

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER
Barbara Gregerson, Landscape Supervisor
Phone Number (714) 708-1584

Statewide Seating & Grandstands, Inc.
Amanda Daniels, Vice President
Phone Number (619) 239-4040, Email: statewideseating@gmail.com

The District's Invitation For Bid, Temporary Bleacher Rental, released May 13, 2021, is on file in the Office of the 32nd District Agricultural Association, and is incorporated herein by reference and made a part of this agreement.

A. SCOPE OF WORK:

Provide and install temporary rental bleachers at the Action Sports Arena and the Pig Race Arena. The District reserves the right to modify rental period and/or the temporary rental bleachers quantity. Reduced and/or additional costs, if any, will be mutually agreed upon by Contractor and the District.
NOTE: Option I will be used to determine the lowest bidder. Option II is for informational purposes if the District and the Contractor agree to leave the bleachers in place.

1. Action Sport Arena (Option I):
   a. Provide and install temporary rental bleachers for the first year, no earlier than August 23, 2021 and completed not later than August 31, 2021. Removal shall occur after October 15, 2021 and be removed no later than October 31, 2021.
   b. Provide and install temporary rental bleachers no earlier than April 1 of each contract year and completed no later than May 6 of each contract year.
   c. Dismantle and remove temporary rental bleachers upon notification from the District. It is anticipated temporary rental bleachers will be available for removal beginning October 29 of each contracted year. Removal dates for option years will be provided no later than thirty (30) days before pickup is required.
   d. Set up dates for option years will be provided no later than thirty (30) days before delivery is required.
   e. Temporary rental bleachers shall be installed according to the following specifications:
      1. Turns 1 & 2: 60' long x 21-row grandstand elevated 40" with a 5' wide x 70' long front walkway and two (2) stairways.
      2. Turns 3 & 4: 60' long x 21-row grandstand elevated 40" with a 5' wide x 70' long front walkway and tow (2) stairways.
      3. Back Straight Away: 145' long x 21-row grandstand elevated 40" with three (3) front loading stairways. Also provide 8' x 40' ADA platform and ramp on the south east side of the grandstand.
   f. Temporary rental bleachers shall be ADA compliant and meet all Federal & California Health and Safety Code Regulations.
   g. Temporary rental bleachers shall have a 12" rise.
   h. Temporary rental bleachers to be constructed of wood decks, aluminum seats and steel rails with 4" picket across the back and around the sides.
   i. To install Trex Decking, which is used as a synthetic wood replacement for footings, if deemed necessary by Contractor or required by District, at no extra cost to the District.
   j. To coordinate precise delivery and removal times with the District prior to arrival onsite.
   k. To furnish all materials and labor necessity to construct temporary rental bleachers, and bear responsibility for the structural integrity of the installation.
   l. To work with District staff in developing a final layout for temporary rental bleachers.

2. Action Sport Arena (Option II)
   a. Provide and install temporary rental bleachers no earlier than August 23, 2021 and completed not later than August 31, 2021.
   b. Dismantle and remove of front loading stairways upon notification from the District beginning October 29 of the contracted year. The temporary rental bleachers are to remain throughout the year.

c. Installation of the Front Loading stairs will be no earlier than April 1, and no later than May 6 of each contracted year. Or as directed by the District.
d. Temporary rental bleachers shall be installed according to the following specifications:
    1. Turns 1 & 2: 60' long x 21-row grandstand elevated 40" with a 5' wide x 70' long front walkway and two (2) stairways.
    2. Turns 3 & 4: 60' long x 21-row grandstand elevated 40" with a 5' wide x 70' long front walkway and tow (2) stairways.
    3. Back Straight Away: 145' long x 21-row grandstand elevated 40" with three (3) front loading stairways. Also provide 8' x 40' ADA platform and ramp on the south east side of the grandstand.
e. Temporary rental bleachers shall be ADA compliant and meet all Federal & California Health and Safety Code Regulations.
f. Temporary rental bleachers shall have a 12" rise.
g. Temporary rental bleachers to be constructed of wood decks, aluminum seats and steel rails with 4" picket across the back and around the sides.
h. To install Trex Decking, which is used as a synthetic wood replacement for footings, if deemed necessary by Contractor or required by District, at no extra cost to the District.
i. To coordinate precise delivery and removal times with the District prior to arrival onsite.
j. To furnish all materials and labor necessity to construct temporary rental bleachers, and bear responsibility for the structural integrity of the installation.
k. To work with District staff in developing a final layout for temporary rental bleachers.

3. Pig Race Arena – Additional Rental bleachers

a. Provide and Install temporary rental bleachers no later than July 5th of each contracted year.
b. Dismantle and remove temporary rental bleachers shall occur no earlier than August 20th of each contracted year.
c. Temporary rental bleachers shall be installed according to the following specifications:
    1. Provide and install (2) 60' long x 11-row.
    2. Temporary rental bleachers shall be ADA compliant and meet all Federal & California Health and Safety Code Regulations.
    3. To install Trex Decking, which is used as a synthetic wood replacement for footings, if deemed necessary by Contractor or required by District, at no extra cost to the District.
    4. To coordinate precise delivery and removal times with the District prior to arrival onsite.
    5. To furnish all materials and labor necessity to construct temporary rental bleachers, and bear responsibility for the structural integrity of the installation.
    6. Temporary rental bleachers shall have fall protection that meets or exceeds OSHA and all Federal & California Health and Safety Code Regulations**.**
    7. To work with District staff in developing a final layout for temporary rental bleachers.

B. OTHER SERVICES

Should it be determined that additional services are needed beyond the scope of this contract, but related to Contractor's performance areas, Contractor shall provide those services with prior approval from the District. The 32nd District Agricultural Association, OC Fair & Event Center, reserves the right to decline services for any event or part of an event.

C. PREVAILING WAGE (If applicable)

Bidders must comply with prevailing wage compliance.

In accordance with the provisions of Section 1773 of the Labor Code, the general prevailing rates of wages applicable in the county in which the work is to be done are those rates established and published by the Director of the Department of Industrial Relations. Rates can be viewed at https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: Various - 5100-30, 71, 69

PAYMENT PROVISIONS:

Payment will be made Net 30 upon satisfactory completion of services herein required and upon receipt of proper invoice.

Invoice shall be itemized and contain the District's Purchase Order number 50322. Invoice to be sent via email to AP@ocfair.com or mailed as follows:

OC Fair & Event Center
Attn: Accounts Payable
88 Fair Drive
Costa Mesa, CA 92626

July 1, 2021 – June 30, 2022
Option Years (July 1, 2022 – June 30, 2026)
BIDDER'S NAME: STATEWIDE SEATING & GRANDSTANDS, INC.

Option 1 and the annual OC Fair will be used to determine the lowest bid. Option II will be used at the discretion of the District on a yearly basis and the price may not be the lowest.
Note: Bidders do not have to complete option II. It is optional

2021		
August 1, 2021 - October 31, 2021		
Option I	**Temporary Rental Bleacher Installation in Action Sports Arena Yearly Installation and Removal**	
Section	Description	
Turns 1 & 2	60' long x 16-row grandstand elevated 40" with a 5' wide x 70' long front walkway and two (2) stairways	
Back Straight Away	Back Straight Away: 145' long x 16-row grandstand elevated 40" with three (3) front loading stairways with 8' x 40' ADA platform and ramp	
Turns 3 & 4	60' long x 11-row grandstand elevated 40" with a 5' wide x 70' long front walkway and tow (2) stairways	
Temporary Rental Bleacher Installation and Removal	Total Cost 2021	$ 71,367.00

2021 OC Fair		
July 1, 2021 - August 31, 2021		
Temporary Rental Bleacher Installation in for Pig Race Arena during OC Fair		
Quantity	Description	
2	60' x 11 Rows	
Temporary Rental bleachers Installation – OC Fair only	Total Cost 2021	$ 8,712.00

2022		
April 1, 2022 - October 31, 2022		
Option I	**Temporary Rental Bleacher Installation in Action Sports Arena Yearly Installation and Removal**	
Section	Description	
Turns 1 & 2	60' long x 16-row grandstand elevated 40" with a 5' wide x 70' long front walkway and two (2) stairways	
Back Straight Away	Back Straight Away: 145' long x 16-row grandstand elevated 40" with three (3) front loading stairways with 8' x 40' ADA platform and ramp	
Turns 3 & 4	60' long x 11-row grandstand elevated 40" with a 5' wide x 70' long front walkway and tow (2) stairways	
Temporary Rental Bleacher Installation and Removal	Total Cost 2022*	$ 73,151.00

2022		
July 1, 2022 - August 31, 2022		
Temporary Rental Bleacher Installation in for Pig Race Arena during OC Fair		
Quantity	Description	
2	60' x 11 Rows	
Temporary Rental bleachers Installation – OC Fair only	Total Cost 2022 *	$ 8930.00

2023		
April 1, 2023 - October 31, 2023		
Option I	**Temporary Rental Bleacher Installation in Action Sports Arena**	
Section	Description	
Turns 1 & 2	60' long x 16-row grandstand elevated 40" with a 5' wide x 70' long front	
Back Straight Away	Back Straight Away: 145' long x 16-row grandstand elevated 40" with three	
Turns 3 & 4	60' long x 11-row grandstand elevated 40" with a 5' wide x 70' long front	
Temporary Rental Bleacher Installation and Removal	Total Cost 2023 *	$ 74,980.00

2023 OC Fair		
July 1, 2023 - August 31, 2023		
Temporary Rental Bleacher Installation in for Pig Race Arena during OC Fair		
Quantity	Description	
2	60' x 11 Rows	
Temporary Rental bleachers Installation – OC Fair only	Total Cost 2023 *	$ 9153.00

2024		
April 1, 2024 - October 31, 2024		
Option I	**Temporary Rental Bleacher Installation in Action Sports Arena**	
Section	Description	
Turns 1 & 2	60' long x 16-row grandstand elevated 40" with a 5' wide x 70' long front	
Back Straight Away	Back Straight Away: 145' long x 16-row grandstand elevated 40" with three	
Turns 3 & 4	60' long x 11-row grandstand elevated 40" with a 5' wide x 70' long front	
Temporary Rental Bleacher Installation and Removal	Total Cost 2024 *	$ 76,855.00

2024		
July 1, 2024 - August 31, 2024		
Temporary Rental Bleacher Installation in for Pig Race Arena during OC Fair		
Quantity	Description	
2	60' x 11 Rows	
Temporary Rental bleachers Installation – OC Fair only	Total Cost 2024 *	$ 9382.00

2025		
April 1, 2025 - October 31, 2025		
Option I	**Temporary Rental Bleacher Installation in Action Sports Arena**	
Section	Description	
Turns 1 & 2	60' long x 16-row grandstand elevated 40" with a 5' wide x 70' long front	
Back Straight Away	Back Straight Away: 145' long x 16-row grandstand elevated 40" with three	
Turns 3 & 4	60' long x 11-row grandstand elevated 40" with a 5' wide x 70' long front	
Temporary Rental Bleacher Installation and Removal	Total Cost 2025 *	$ 78,776.00

2025		
July 1, 2025 - August 31, 2025		
Temporary Rental Bleacher Installation in for Pig Race Arena during OC Fair		
Quantity	Description	
2	60' x 11 Rows	
Temporary Rental bleachers Installation – OC Fair only	Total Cost 2025 *	$ 7617.00

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL:**
   This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
   No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
   Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
   Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
   The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR*:***
   Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:
During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:
Time is of the essence in this Agreement.

13. COMPENSATION:
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:
The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)
Page 3 of 4

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC 04/2017 / CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)
Page 2 of 4

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:**
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. **GENDER IDENTITY**:
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)
Page 3 of 4

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)
Page 4 of 4

4. CONTRACTOR NAME CHANGE:
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:
A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION:
Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:
This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS
Page 1 of 3

California Fair Services Authority #19-02

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate – The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. Coverages:

   a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall be not less than **$5,000,000 per occurrence** for Fairtime Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **$5,000,000 per occurrence** for the following types of Motorized Events: automobile races, drifting exhibitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, enduro, pro stock; **$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races; **$3,000,000 per occurrence** for Rodeo Events all types **with a paid gate** and any Rough Stock events; **$2,000,000 per occurrence** for Rodeo Events All Types **without a paid gate** and with any Rough Stock events and for Swap Meets/Flea Markets held two or more times per calendar year; **$2,000,000 per occurrence** for the following Motorized events: car jumping contests/demonstrations of hydraulic modifications to automobiles; **$2,000,000 per occurrence** for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Cannabis Festivals/Trade Shows, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; **$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events**; $1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

   The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the contractor/renter's activities, or business to be conducted under the contract or rental agreement/lease, must be listed in the Certificate of Insurance. If there is a self-insured retention or deductible in the contractor/renter's coverage equal to or in excess of $100,000, the self-insured retention/deductible amount shall be included as part of the Certificate of Insurance. A copy of the contractor/renter's policy declaration page containing this

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)
Page 2 of 3

information as an attachment/exhibit to the Certificate of Insurance will be acceptable, provided it contains all the aforementioned information.

b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than $1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.

c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

d. Medical Malpractice - Medical Malpractice coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving medical services.

e. Liquor Liability - Liquor Liability coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

5. Certificate Holder:
   - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
   - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

B. CFSA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

C. Master Certificates - A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)
Page 3 of 3

performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.

2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.

2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.

3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.

4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

-End Exhibit E-

EXHIBIT F – MEGAN'S LAW SCREENING CERTIFICATION AND LISTING

OC Fair & Event Center

This form must be completed legibly, with all information requested. Typewritten or computer-generated forms or reports may be substituted provided that: all required information is included in columnar form, and the listing report is attached to this form. The certification section must be signed by an authorized representative of the contractor.

Company/Organization Name: _____

Contact Name: _____ **Contact Telephone :**_____

Type of Company/Organization (Circle one): **Contractor** **Consultant** **Concessionaire** **Entertainer** **Exhibitor** **Volunteer**

Other/Explanation if Needed: _____

The undersigned represents and warrants that attached to this Megan's Law Screening Certification and Listing is a full, true, correct, complete, and accurate listing of all persons scheduled to work or volunteer for the company/organization identified above ("Contractor") during the annual OC Fair or Imaginology. If any other or additional individuals will be performing work, labor, or services, I understand that my company/organization is required to submit a supplemental listing(s) identifying those individuals.

The undersigned represents and warrants that all persons and individuals performing services on behalf of Contractor, including, but not limited to, its agents, employees, subcontractors, and volunteers have been screened for sex offender registration before each individual commenced work, services, and/or was present at the OCFEC facility. The undersigned represents and warrants that no individual who is a registered sex offender will be assigned or permitted to perform services on behalf of Contractor at or on OCFEC premises.

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless OCFEC from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorney's fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of Contractor's obligations under this Megan's Law Screening Certification and Listing, regardless of responsibility of negligence; by reason of death, injury, property damage, however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Contractor, or any of its employees or agents).

The undersigned represents and warrants that he/she is fully authorized to execute this Megan's Law Screening Certification and Listing on behalf of Contractor.

_____ _____
Company/Organization Representative's Signature Title of Representative

_____ _____
Printed Name Date

EXHIBIT F – MEGAN'S LAW SCREENING CERTIFICATION AND LISTING (CONT.)
OC Fair & Event Center
Page 2 of 2

Megan's Law Screening Listing

Full Name (Last, First Middle)	Full Name (Last, First Middle)

Please duplicate this listing sheet if additional space is required

EXHIBIT G – UNIFORM AND ID PROCEDURES & CERTIFICATION

PROCEDURE 0004: Uniforms for Contractors and their Employees.

PPE (Personal Protective Equipment): Closed-toe shoes and steel toe work shoes/boots where appropriate and other PPE as required by task and OSHA guidelines.

Purpose: To ensure all OCFEC contractors, including employees, are wearing company approved uniforms when present in a working capacity at the OCFEC.

1. Each OCFEC contractor and its respective employees (collectively, "Contractor") shall wear their own company uniform at all times when working on OCFEC property, including without limitation, the Pacific Amphitheatre, The Hangar and Action Sports Arena.

2. A uniform can be a logo T-shirt, polo style shirt or full button down shirt; if a jacket (or outerwear) is also required, the jacket must have the company logo on the front of the jacket. OCFEC will require pre-approval of the company uniform style and logo. The company logo must be highly visible and non-offensive in nature.

3. If a Contractor wears a jacket (or outerwear), the required photo identification must remain visible at all times (Part X – Section A-6, Procedure 0005).

4. If any OCFEC Contractor is not in the proper company uniform, he or she will be asked to leave the OCFEC premises and may not return until he or she is wearing the required uniform.

5. If any OCFEC Contractor violates OCFEC procedures, including this OCFEC Contractor Uniform Policy, OCFEC management will ask the Contractor to permanently replace that employee.

6. Continued lack of support for, or adherence to, OCFEC procedures, including this OCFEC Contractor Uniform Policy, may result in the cancellation of the contract between the OCFEC and contractor.

PROCEDURE 0005: OCFEC Contractors and their Employees wearing identification in the Pacific Amphitheatre, backstage and on OCFEC property.

PPE (Personal Protective Equipment): Break-away OCFEC photo identification card lanyard.

Purpose: To ensure all contractors and their employees are properly wearing required identification in the proper manner.

1. Each OCFEC contractor and its respective employees (collectively, "Contractor") must wear OCFEC approved and supplied photo identification cards around their neck or in another highly visible area at all times while working for the OCFEC. (Note: an additional clip option is available due to work requirements).

2. The OCFEC department Director responsible for the work area will provide a complete list of all Contractors to badging trailer personnel. All Contractors must visit the OCFEC trailer to have their photograph taken and to be provided with their OCFEC photo identification card and a break-away lanyard (and/or clip if requested by the contractor).

3. The OCFEC department Director responsible for the work area will provide a copy of this OCFEC Contractor Photo Identification Procedure to all contractors to review and this OCFEC Contractor Photo Identification Procedure shall be incorporated as part of all OCFEC contracts.
4. Contractors may not access the backstage area of the Pacific Amphitheatre without a backstage pass, which must be pre-approved by the OCFEC department Director and OCFEC Vice President responsible for the work area.

5. All OCFEC department Directors and OCFEC Vice Presidents must forward to the Pacific Amphitheatre backstage Security Manager the name of each OCFEC Contractor that was issued a backstage pass by that Department Director or OCFEC Vice President. Only the Pacific Amphitheatre backstage Security Manager has the authority to provide OCFEC Contractors with Pacific Amphitheatre backstage passes. All Pacific Amphitheatre backstage passes must be worn by the OCFEC Contractor as described above.

6. All Contractors must be courteous and cooperative when at any venue access point, entry, gate or if approached by Security/Law Enforcement for ID inspection.

7. Contractors will be allowed in the Pacific Amphitheatre backstage area only to perform job functions; once the Contractor completes the Contractor's job functions in the Pacific Amphitheatre backstage area, Contractor must immediately leave the area.

8. Contractors not properly wearing required OCFEC identification will be asked to leave, or may be escorted from, the OCFEC property.

9. If any OCFEC Contractor violates OCFEC procedures, including this OCFEC Contractor Photo Identification Procedure, OCFEC management will ask the Contractor to permanently replace that employee.

10. Continued lack of support for, or adherence to, OCFEC procedures, including this OCFEC Contractor Photo Identification Procedure, may result in the cancellation of the contract between the OCFEC and Contractor.

By signing this form, the bidder has read and understood OCFEC's policies above, and is agreeing to follow all procedures.

_____ _____
(Print Name & Title) (Signature)

_____
(Date)

If this status form is not completely filled out, signed and submitted with bidder's response to the IFB, the bid will be rejected as non-responsive.

-End Exhibit G-

EXHIBIT H – ADDITIONAL CONTRACT TERMS AND CONDITIONS

1. AUTHORIZED REPRESENTATIVE

Contractor must maintain one (1) or more English speaking representatives who are authorized to take immediate action and make requested adjustments and/or changes as required by District Management. This person must be identified to the District as the Contractor's authorized representative.

2. LICENSES, PERMITS AND CERTIFICATIONS

Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s), permits(s) and certification(s) required by law or as part of this contract for accomplishing any work required in connection with this agreement. In the event any license(s), permit(s) or certification(s) expire at any time during the term of this contract, Contractor agrees to provide agency a copy of the renewed license(s), permit(s) or certification(s) within thirty (30) days following the expiration date

In the event the Contractor fails to keep in effect at all times all required license(s), permit(s), and certification(s), the District may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

3. SITE ACCESS

District shall allow Contractor access to the District's property as needed. If access is required during annual OC Fair hours, the District will provide necessary admission and parking credentials for the employees performing in service of the contract.

4. INSURANCE

Proof of insurance, meeting the requirements of the State (see Exhibit E) must be made available to the District within fifteen (15) days of contract award. Failure to do so could result in termination of said contract.

5. WORK PERMIT LAW

If Contractor employs youth under the age of eighteen (18) years, he/she is required by law to see that each such employee holds a valid work permit. Contractor is further required to adhere to all applicable child labor laws.

6. PERSONNEL

All Contractor employees are employees of the Contractor and not the District. No agent, servant or employee of the Contractor will under any circumstances be deemed an agent, servant or employee of the District.

The District reserves the sole absolute right to determine, at its discretion, that any person or agent used by Contractor in the performance of the contract shall be excluded from such performance on the grounds that his or her appearance or conduct is detrimental to the District's operation. Determination of these matters by District Management shall be final.

7. POTENTIAL SUBCONTRACTORS/INDEPENDENT CONTRACTORS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any subcontractors/independent contractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations contained herein. The Contractor agrees to be as fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor's obligation to pay its subcontractors/independent contractors is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any subcontractor/independent contractor.

Subcontracting of goods or services must be approved in writing by the District.

ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

8. SUPPLIERS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any suppliers.

The Contractor agrees to be as fully responsible to the District for the acts and omissions of its suppliers and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its suppliers is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any supplier.

9. TRAVEL, TRANSPORTATION AND ACCOMMODATIONS

Contractor is responsible for all necessary travel, fuel, transportation and housing accommodations.

10. INVOICES

Invoices shall be submitted upon completion of services rendered to the District.

All invoices must contain Contractor's invoice number, District-issued Purchase Order (PO) number, detailed work logs and hours by Service Type for the labor required to fulfill these services.

Contractor shall send invoices and any supporting documentation via email to AP@ocfair.com (the District's preferred mechanism) or mail to OC Fair & Event Center, Attn: Accounts Payable, 88 Fair Drive, Costa Mesa, CA 92626.

Upon contract award and throughout the duration of the contract, Contractor shall work with the District to ensure invoicing needs are continually met.

11. PAYMENT

Payments to the Contractor will be made by the 32nd District Agricultural Association and paid in full within 30 days upon satisfactory completion of each event and receipt of proper invoice.

12. PRICING/FINANCIAL PROPOSAL BID FORM

The Financial Proposal Bid Form will be used to develop the "not to exceed" amount of the contract. The estimated quantities provided are based upon historical experience and anticipated future needs, and may change depending upon actual needs/usage. Billing/invoicing will be determined by multiplying actual usage by the Service Type rate as entered on the Financial Proposal Bid Form.

The District may elect to add a contingency line item to accommodate specifications within the scope of the effort, if approved by the District, during the implementation of this contract.

13. MEGAN'S LAW SCREENING

All of Contractor's employees, agents, servants, volunteers, independent contractors and/or employees, agents, servants, volunteers, independent contractors of Contractor's subcontractors who will be performing job related duties on District premises must pass background checks under "Megan's Law" as required by the District's current Megan's Law policy (and as that policy may be amended by the District from time to time), and any other reasonable background checks that may be required by the District as a result of policies adopted by the District's Board of Directors. Contractor will certify in writing that they have conducted the required screening and will indemnify the District for any negligence arising out of or connected with their obligations pertaining to the required screening. Contractor shall not be held liable for the lack of or inaccuracies in reporting made available by the states. A full, true and correct copy of the District's current Megan's Law policy is attached.

ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

14. RIGHT TO REPLACE/DISMISS

Contractor's onsite personnel are subject to approval of the District during the entire term of contracted services. The District has the right, in accordance with applicable law, to require replacement of Contractor's onsite personnel or any member of Contractor's onsite personnel.

If at any time the District determines that any employee, agent or officer of Contractor or of Contractor's permitted subcontractors, is in violation of District policies regarding harassment, discrimination or offensive behavior or Megan's Law, or fails to meet the District's safety and customer service standards, the District may notify Contractor verbally and/or in writing. Contractor will promptly correct the behavior, performance or condition giving rise to the notification described herein to the satisfaction of the District. If Contractor fails to correct the behavior, performance or condition giving rise to the notification described herein, the District may demand that Contractor (or Contractor's subcontractor, as the case may be) cease using said employee at the District's facilities and Contractor (or Contractor's subcontractor, as the case may be) will promptly comply with such request. If the District requests replacement of onsite personnel or any of its members, Contractor must furnish a replacement immediately or as otherwise determined necessary by the District. Nothing contained in this paragraph shall obligate the District to monitor the behavior of Contractor's employees or of Contractor's subcontractor's employees. The District retains the right to review the resumes of all Contractor personnel and confirm compliance.

15. GRATUITIES

Contractor is prohibited from offering any gift or gratuity to employees and/or officers of the 32nd District Agricultural Association, as employees and officers are not permitted to accept them under any circumstances. Contractor and/or Contractor's employees shall not solicit or accept any gifts. This includes cash, tickets, food, drinks, merchandise or any other items from District staff, promoters and/or vendors to perform the functions detailed in this agreement. Any violations of this policy may result in the dismissal of the employee and a performance violation notice issued to the Contractor.

16. EVALUATION OF CONTRACTOR PERFORMANCE

Contractor will be evaluated on their performance, including, but not limited to, Contractor's record of conforming to contract requirements and to standards of good workmanship; Contractor's record of forecasting and controlling costs; Contractor's adherence to contract schedules, including the administrative aspects of performance; Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; Contractor's record of integrity and business ethics, and generally, Contractor's business-like concern for the interest of the District and its customers.

Contractor shall work with District staff to ensure contract compliance, whether by phone, email or in-person meetings, as determined necessary by the District. The District retains the right to notify Contractor of any performance issues at any time for the duration of the contract term. Notification will be provided in writing to Contractor, whereupon Contractor shall have five (5) days to respond to the District's request for compliance. Unless mutually agreed upon otherwise, performance issues shall be corrected within fifteen (15) days of District's notification to Contractor.

Failure to supply equipment and/or personnel as required may result in a notice of default and/or an adjustment to the fees charged for equipment and/or labor.

Contractor may be disqualified from potential bidding opportunities if the District deems Contractor as unresponsive to repeated requests for corrective action.

17. NON-EXCLUSIVE AGREEMENT

Contractor understands and agrees that this is a non-exclusive agreement. The District may hire other contractors for work of a similar or identical nature.

ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)
Page 4 of 5

18. TERMINATION

The District reserves the right to terminate any contract at any time with or without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations and/or performances required in the terms of the contract.

19. 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.

20. PHONE NUMBERS

Contractor shall provide the District with phone numbers for their authorized representative(s) and with a 24-hour "On Call" phone number for emergencies.

21. VEHICLES, EQUIPMENT AND SUPPLIES

All vehicles and equipment such as utility carts, trucks, trailers, vans, boom lifts, scissor lifts, pressure washers, back pack blowers, hand trucks, brooms, hoses and pickers and all cleaning supplies such as stripper, detergents, sanitizers, air fresheners and other chemicals shall be owned and/or provided by Contractor. The District will provide consumable paper products, waste receptacles and plastic waste receptacle liners. All vehicles and equipment will be clearly marked with Contractor's company name and/or logo. Equipment shall be in proper operating condition with all guards in place. No equipment shall be left unattended. Equipment and supplies must be stored in designated areas agreed upon by the District. All Safety Data Sheets (SDS) for all chemical-cleaning products used must be on-site accessible by the District, per Global Harmonization System (GHS). Contractor shall take all necessary safety precautions when using vehicles, equipment and cleaning products. Drivers of all vehicles and equipment shall possess a valid driver license and be 18 years of age or older. Street sweepers should be South Coast Air Quality Management District Rule 1186 certified and Rule 1186.1 compliant and no older than 2 years. Contractor shall furnish all necessary labor, supervision, equipment, tools, materials (excluding dumpsters), permits, transportation and insurance in the performance of these specifications.

22. VEHICLE UTILITY CARTS

Contractor may provide utility carts for employees, if necessary, to complete Scope of Work. Carts are not permitted to park in front of buildings or in pathways blocking pedestrian access points. Drivers shall possess a valid driver's license and be 18 years of age or older and abide by all applicable local, State and Federal laws related to cart safety. Weather protection of equipment is the responsibility of the Contractor.

23. VENUE CLEAN-UP

a. Contractor is to keep job site clean daily and upon project completion.
b. Contractor shall sweep and blow all debris daily and upon project completion.
c. Contractor will dump all green waste in the provided 40 yard dumpster on OCFEC grounds.
d. Do not dispose of any construction material or project waste on OCFEC grounds or in OCFEC containers.
e. Contractor is to keep all compound and chemicals out of storm drains & sewers.
f. Contractor will protect ground surfaces from oil and other leaks that may come from service trucks.

ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)
Page 5 of 5

24. TELEPHONE NUMBERS

Contractor shall provide the District with a 24-hour "On Call" phone number for emergencies and event schedule changes.

25. PERSONNEL POLICY

All Contractor employees must receive an orientation on the duties they will be required to perform, safety training to ensure employees working with chemicals are familiar with SDS per GHS and harassment training (prior to working). In addition, ongoing customer service training will be required during the term of this contract to educate current employees and new hires. Contractor is required to supply all required training and a schedule of planned training shall be provided to the District at the beginning of every quarter in January, April, July and October. All employees will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property; when entering and while working on the grounds. Badges will have the name visible and worn on the upper right or left torso. All badges must be returned from terminated employees. All other employee badges must be returned on Friday following the end of the OC Fair. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

26. UNIFORMS AND BADGES

Contractor's employees shall be at all times neatly and cleanly uniformed and must meet reasonable prescribed grooming guidelines and appearance standards.
The District requires Contractor's employees to wear badges, identification cards, and/or credentials in a clearly visible location (per attached procedure) while Contractor's employees are on the District's premises. Contractor personnel will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property, when entering and while working on the grounds. Badges shall have the name visible and worn on the upper right or left torso. Badges are specific to each person and are non-transferable. All badges must be returned from terminated employees. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

27. SUBCONTRACTING

Subcontracting of goods or services must be approved in writing, by the District.

28. FIRE REGULATIONS

All fire regulations as prescribed by the State Fire Marshal must be strictly adhered to.

-End Exhibit H-

EXHIBIT I – COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

1 of 3

1. SCOPE

As a result of the worldwide COVID-19 pandemic, the 32nd District Agricultural Association (OCFEC) implemented numerous essential protocols and procedures to protect OCFEC staff, renters, event promoter/producer employees, exhibitors, vendors, contractors, subcontractors, volunteers and members of the public. These protocols and procedures do not supersede or replace any existing orders issued by local governments, the State of California or the Federal Government. The protocol and procedure guidelines (COVID-19 Guidelines) apply equally to all organizations and persons doing business on OCFEC property, both public and private, and all event types, commercial, trade or other, hosted at the OCFEC.

2. SICK, ELDERLY AND VULNERABLE PERSONS

Anyone who feels sick should remain at home. In addition, high-risk persons who are over 65 years of age, or anyone with chronic illness or underlying medical conditions, should continue to follow recommendations to stay at home and limit public interaction.

3. PHYSICAL DISTANCING IN THE WORKPLACE

Physical distancing of a minimum of six (6) feet should be maintained between customer-facing employees and the general public, and – to the extent practical – between employees in the field or at employee workstations. Where isolation of employees in the field or at employee workstations is impractical, face coverings must be worn without exception.

4. HANDWASHING, PERSONAL PROTECTIVE EQUIPMENT, AND TESTING

Renters, event promoters, event producers, exhibitors, vendors, and their respective contractors, subcontractors and volunteers (collectively, “Business Partners”) conducting business at the OCFEC must require all customer-facing employees to either wash their hands or use hand sanitizer every thirty minutes, or wear disposable gloves which are to be changed as frequently as specified by guidelines established for each applicable job assignment. Face coverings must be provided to all employees.

Before starting a shift, all OCFEC employees and all Business Partner employees, must have their temperatures taken and documented, and individual(s) will not be permitted to remain at work if the temperature reading exceeds 100.4 degrees (°) Fahrenheit. Affected individual(s) may only return to work after registering and documenting their temperature reading below 100.4° Fahrenheit for seventy-two (72) consecutive hours.

All OCFEC event attendees, before entering OCFEC premises, must have their temperatures taken and documented. Any OCFEC event attendee with a temperature reading above 100.4° Fahrenheit will not be permitted to attend the event and will be required to immediately leave the OCFEC premises. Paid admission/parking fee refunds will be subject to processing schedule.

All competitive professional and amateur sports participants, including youth sports participants, must be tested for COVID-19 at least one (1) week before the date of the scheduled competition, and will not be permitted to compete if the intended participant tests positive for COVID-19. If the intended participant tests positive for COVID-19, he/she will not be allowed to participate in any activities at the OCFEC until after (i) receiving a negative result on a subsequent COVID-19 test and (ii) satisfying the specified 14-day (or otherwise governmentally specified) COVID-19 quarantine period.

EXHIBIT I – COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

OCFEC Business Partners should make every effort to limit physical touch points at their respective places of business, including at the OCFEC. All OCFEC event promoters must significantly increase frequency of sanitation and disinfection measures at all workstations and equipment that come into contact with OCFEC employees and the general public. All OCFEC Business Partners must assess and identify the frequency of necessary sanitation and disinfection practices, and will review and agree upon a sanitation and disinfection schedule with the OCFEC.

Face coverings and disposable gloves must be worn by all OCFEC Business Partner customer-facing employees. All OCFEC event attendees and visitors must wear appropriate face coverings. Physical barriers, if available, are preferred but not required as the general public will make the personal decision of whether to attend an event at the OCFEC and/or patronize an OCFEC Business Partner. For the benefit of the public, OCFEC employees and Business Partner employees, handwashing or hand sanitizing should be done as soon as possible following the handling of materials that come in contact with the general public.

5. EVENT ATTENDANCE LIMITATIONS

Attendance at all OCFEC events, including all move-in and move-out activities, must be limited at any given time, to no more than the current maximum attendance levels permitted by all applicable local and state orders or laws.

OCFEC Business Partners must establish and actively enforce measures to monitor and ensure attendance limitation compliance. If an OFCEC Business Partner fails to comply with event attendance limitations, the OCFEC in its sole and absolute discretion may cancel the event without notice and refer the matter to local law enforcement.

6. OCFEC BUSINESS PARTNER COMPLIANCE

OCFEC Business Partners shall make every effort to assure compliance with COVID-19 related mitigation requirements. If an OCFEC Business Partner fails to comply with these COVID-19 Guidelines, the OCFEC in its sole and absolute discretion may close non-compliant event spaces, exhibitor spaces or other such rental spaces, or may cancel the event without notice and refer the matter to local law enforcement.

7. COVID-19 RELEASE AND WAIVER OF LIABILITY

As consideration for being permitted to conduct event activities at the OCFEC, OCFEC Business Partners must acknowledge and agree to all COVID-19 Pandemic and related governmental orders, directives and guidelines, and forever release the 32nd District Agricultural Association, the State, California Fair Services Authority (“CFSA”), the County, the Lessor, and any fair affiliated organization, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively “Releasees”) from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner’s employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner’s participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.

EXHIBIT I – COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

8. EVENT ORGANIZATION PROTOCOLS

Each OCFEC Business Partner must submit event organization-specific COVID-19 related infection mitigation protocols and procedures for OCFEC review and approval no later than thirty (30) days before the event's scheduled move-in date. The OCFEC reserves the right to reject any protocols and procedures that are in conflict with, or are less stringent than, the COVID-19 Guidelines. If the OCFEC rejects the OCFEC Business Partner's COVID-19 related infection mitigation protocols and procedures, the OCFEC Business Partner must resubmit revised infection mitigation protocols and procedures for review no less than fifteen (15) days before the event's scheduled move-in date. If OCFEC Business Partner fails to submit the COVID-19 related infection mitigation protocols and procedures on time, the OCFEC in its sole and absolute discretion may terminate the agreement and cancel the event without notice.

9. FURTHER ACTION AS NECESSARY

The OCFEC reserves the right to modify these COVID-19 Guidelines as circumstances warrant. Specifically, the OCFEC recognizes that additional restrictions not reflected in these guidelines may be necessary to address the health and safety of certain populations depending upon their age or underlying health concerns, or otherwise to address medical issues as they arise.

I HAVE CAREFULLY READ THIS AGREEMENT EXHIBIT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A CONTRACTUAL AGREEMENT BETWEEN MYSELF AND THE 32ND DISTRICT AGRICULTURAL ASSOCIATION, THE STATE, CFSA, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed on _____, 20____

OCFEC BUSINESS PARTNER

_____
Signature

_____
Address

_____
Address

-End Exhibit I-

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev. 03/2019)

R____ A____ F____

AGREEMENT NUMBER
SA-099-21PA

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
3.O.C. MUSIC INC. F/S/O BLUE OYSTER CULT

2. The term of this Agreement is: **08/11/2021** through **08/11/2021** **FED ID:**

3. The maximum amount of this Agreement is: **$25,000.00**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work **– To provide "Blue Oyster Cult" at the Pacific Amphitheatre on Wednesday, August 11, 2021. See Page 2 for additional details.** **Contractor certifies compliance with applicable requirements in the talent agency section of the Labor Code (§271, §272, and §1700.5 - §1700.22).**	Pages 1 – 4
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 5
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 6 – 9
Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement)	Pages 10 – 13
Exhibit E – House Rider/Performance Agreement (Attached hereto as part of this agreement)	Pages 14 – 17
Exhibit F – Pacific Amphitheatre Decibel Level & Sound Covenant (Attached hereto as part of this agreement)	Pages 18 – 19
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 20 – 26
Exhibit I – Covid-19 Infection Mitigation Protocol & Procedure (Attached hereto as part of this agreement)	Pages 27 – 29

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
3.O.C. MUSIC INC. F/S/O BLUE OYSTER CULT

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
c/o Steve Schenck, Agent or Authorized Signatory

CONTRACTOR BUSINESS ADDRESS
TKO
141 Halstead Ave. 4th Floor, Mamaroneck, NY 10543
(914) 346-8938

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Michele Richards, Chief Executive Officer or
Joan Hamill, Chief Business Development Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

The Pacific Amphitheatre
Performance Offer

OC Fair & Event Center • 88 Fair Drive • Costa Mesa, CA 92626
This document constitutes a formal Offer to Perform based on the information specified below

	Performance	Offer
Headliner	Cheap Trick	
Support 1	**Blue Oyster Cult**	$25,000
Support 2		$0

Today's Date	6/8/21	Expiration Date	1/22/20	Revision Date	TBD
Performance Date	8/11/21	Performance Time	TBD	Doors Open	TBD
Support 2 Start	TBD	Support 1 Start	TBD	Headliner Start	TBD
Presale Date	TBD	Public Sale Date	TBD	Curfew	10PM

Agent / Agency Contact Information			
Agent	Steve Schenck	Agency	TKO
Phone	914-346=8938	Email	steveschenck@tkoco.com

The Pacific Amphitheatre Contact Information					
Buyer	Lisa Sexton	Email	lsexton@ocfair.com	Phone	714.708.1707
Marketing	Lisa Sexton	Email	lsexton@ocfair.com	Phone	714.708.1707
Production	Ray Woodbury	Email	ray@rkde.net	Phone	909.821.3157
Contracts	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790
Buys	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790
Counts	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790

Ticket Scaling						
Section	Capacity	Comps	ADA Kills	Sellable	Base	Gross Potential
Pit / Circle	469	30	8	431	$46.00	$19,826.00
Orchestra 1	1,750	85	10	1,655	36.00	59,580.00
Orchestra 2	748	85	10	653	28.50	18,610.50
Orchestra 3	0	0	0	0		0.00
Terrace 1	2,798	100	12	2,686	18.50	49,691.00
Terrace 2	2,391	100	12	2,279	11.00	25,069.00
Terrace 3		0	0	0		0.00
Total Per Show	8,156	400	52	7,704		$172,776.50

Ticket Add-Ons					
Source	**Per Ticket**				
Fair Admission	$14.00				
Facility Fee	$5.00				

Projected Performance Expenses			
Headline Guarantee	Shows	Performance Total	Run Total
Headline Guarantee	1	$0	$0
Support 1 Guarantee	1	25,000	25,000
Support 2 Guarantee	1	0	0
House Nut	1	75,500	75,500
Advertising	1	15,000	15,000
Total Costs		$115,500	$115,500

EXHIBIT A – SCOPE OF WORK (CONT.)

Performance Offer Deal Points

I. Performance.

A. Financial terms – $25,000 flat for Blue Oyster Cult to support Cheap Trick. PRE-FAIR SHOW. ALL TICKETS ARE GOOD FOR FAIR ADMISSION 7/17-8/16.
   1. Offer is "all in" and inclusive of all costs including, but not limited to backline, additional production expense, air and ground transportation and hotel accommodations.

B. Offer is based on the ability arrive at a performance date and time which mutually agreed upon by both Artist and Venue.

C. No additional support is requested for this performance.
   1. If the performance must include support, in an effort to reduce the carbon footprint associated with travel, etc., it is requested that appropriate local talent be considered.
   2. If support is added, it may be necessary that a change in scaling may be requested to cover that cost.

D. As an agency of the State of California, the Venue is not permitted to provide performance deposits in advance of the performance date.

E. Artist is requested to participate in a pre-performance or post-performance meet & greet as arranged by the venue.

F. Artist is requested to participate in at least one media interview.

G. Runner is available for day of show only within a 15-mile radius of the venue.

H. This offer is for the specified performance only. Any other public event and/or gathering orchestrated by the Artist or the Artist's representatives (e.g., pre-show or post-show upsell meet & greet) is separate from the performance agreement and subject to the Venue costs associated with such a gathering. For the safety and security of the Artist, Artist's representatives, visiting and local production, etc., large scale Artist sponsored meet & greets will not be carried out in the backstage area and are subject to available space. Please advance before initiating any such gathering with guests and/or fans.

I. There is a strict 10:00 p.m. curfew imposed by the City of Costa Mesa and the State of California. Artist assumes all financial responsibility and/or other penalties that result from a failure to comply with this curfew.

J. Any income from parking, food and beverage concessions, ticket service charges, suites or box seats, local share of merchandise, etc., will not be shared in settlement.

K. Artists shall adhere to all laws, policies, rules and regulations applicable to the Event.

L. This agreement may not be modified, altered or amended, except by a written instrument signed by both parties.

II. Exclusivity.

A. The Pacific Amphitheatre will have market exclusivity for this performance. Should this offer be accepted, there will be no other performances or advertising of other performances by the Artist within a 100 mile radius [this includes Los Angeles, Inland Empire (including Pala, Pechanga and Southern California desert casinos), Northern San Diego County and Orange County] for 180 days before the performance date and extending through the day of the show.

III. Ticketing.

A. Unless running concurrently with the venue presale through the venue service provider, all fan club presales must end before the venue presales begins.
   1. If the Venue fulfills and distributes fan club tickets through venue will call there will be a $3.00 per ticket charge.
   2. If Venue fulfills and distributes tickets by mail to individual fan club members, there will be a $10.00 per order charge.
   3. Payment for any fan club presale fulfilled through the Box Office will be received Net 20 from the date the fan club presale ends.

B. Support Artist is allotted 20 complimentary tickets for this performance.
   1. Complimentary tickets can be orchestrated through the Box Office on the day of the performance.
   2. Artist or Artist representatives must request tickets to be held for potential purchase before the performance goes on presale or public sale. If no request is made, tickets will not be held. Tickets held for this purpose are considered sold. If these tickets have not been purchased within 10 business days before the event, they will be released without notification for public sale.

C. This offer assumes that the complimentary ticket allotments delineated are approximate as related to press and promotion and upper limits as related to sponsors, venue, Artist and the OC Fair & Events Center. Tickets allocated as complimentary that are unused will be put back into the system and made available for purchase with no change to the financial agreement.

D. Purchaser reserves the right to review and revise the ticket scaling in conjunction with the Artist prior to public on-sale. As part of this offer, Purchaser is granted all rights and control over the ticket inventory and ticketing processes (including, without limitation, presales and other sales mechanisms).

E. There will be no alteration of scaling such as "Premium" or "Platinum" without the mutual agreement of both the Venue and the Artist. In a case where price alteration does occur, additional ticket revenue will be divided evenly (50%/50%) between the Venue and the Artist.

F. Venue may, at its discretion, offer group discounts of up to 20%.

G. Venue may, at its discretion, offer two-for-one tickets to this to its season ticket holders.

H. Venue may, at its discretion, offer discounts of up to 50% to the public through its ticket service provider.

I. Venue may, at its discretion, offer discounts of up to 50% to the public through internet distribution serves such as, but not limited to, Groupon, Goldstar, Living Social, etc.

IV. Production.

A. This offer is predicated on the fact that visiting production will be using in-house production at the Pacific Amphitheatre as described on the production page of the web site: pacamp.com/production
   1. Username: pacamp
   2. Password: production

B. Any additional gear required will be at the sole expense of the Artist. This includes, but is not limited to: backline, transportation, additional riser(s), musicians or additional talent, hotel accommodations, video, etc.

C. Any labor required to make (strike and restore) changes to existing truss system is at the sole expense of the Artist.

EXHIBIT A – SCOPE OF WORK (CONT.)

D. Artist is welcome to bring additional production equipment, such as monitor systems, FOH console(s), lighting console(s), and additional lighting fixtures to be added to the pre-existing truss system. The cost of setting up additional equipment is the sole responsibility of the Artist.
E. If seats are killed as a result of any gear that is brought in specifically for a Pacific Amphitheatre performance, the artist will be charged back the face value of the killed seats plus any refund amount required to relocated guests who have purchased seats that must be killed.
F. Front of stage barricades cannot be added after the performance goes on sale to the public.
G. The house nut includes two trucks of production. Any number beyond that will be charged $2,000.00 per truck.
H. There is a $5,000.00 origination fee, plus any IATSE Local 504 labor costs, to video record the performance

V. Safety & Security.

A. The safety and security of everyone in attendance at any performance at the Pacific Amphitheatre is of premiere consideration.
   1. Non-performers and/or non-stage crew members may not congregate and/or view the performance from the stage, the stage wings, or any other production area.
   2. Every person entering the backstage area must expect to be screened (metal detectors included) before entering.
   3. Every person entering the backstage area must expect to be identified as someone who belongs in the backstage area. And, every person granted access must wear visible identification and/or credentials demonstrating access has been verified.
      a. Those not wearing identification will be stopped by backstage security until access can be verified.
   4. In order to maximize performer and crew safety, performer sponsored meet & greets will not be permitted in the backstage area. The venue will work toward the creation of an area outside the backstage area, adjacent to the venue, where performers may meet with guests. Holding meet & greets before venue doors open to the public can go a long way toward fulfilling this request.
      a. Artist will be charged back for any onsite VIP upsell opportunity which requires venue resources. This includes, but is not limited to, staffing, equipment and space. If this is not part of the performance agreement, a separate written agreement must be in place before resources can be applied.
      b. Any meet & greet must be advanced with the production well in advance (minimum of two weeks) of Artist's arrival at the venue
      c. For every five Artist upsell guests, the venue will be granted one additional guest with all the same opportunities as paying guests.
   5. Every person entering the backstage production work areas (this includes all areas backstage other than the Artist dressing rooms and Artist dressing room compounds) must wear closed toe shoes and any other protective gear necessary for their function.
   6. Every local and visiting crew member must adhere to all safety procedures and use appropriate protective gear at all times.

VI. Merchandise.

A. Venue sells merchandise at a 70/30 split on non-copyright material, and 90/10 on copyright material.
B. Venue may, at its discretion, sell Venue-branded merchandise side by side with Artist merchandise. All revenue from such sales will remain with the Venue.

VII. Catering.

A. Catering is capped at $4000 versus the cost of band touring personnel staff for meals and dressing rooms, whichever is lower. Lunch and dinner is provided for visiting production as per the production website. Any catering beyond these parameters will be at the sole expense of the Artist. Alcohol and tobacco products will not be provided, nor will runners be available to secure these items.
   1. Alcohol may be purchased in advance through the venues Master Concessionaire.
   2. Alcohol will not be permitted in any area identified as a production area. This is essentially the stage and the entire backstage area other than Artist dressing rooms and the confined space in front of the Artist dressing rooms.
      a. These areas are restricted to essential personnel only.
      b. For the safety and security of the Artist, Artist staff and crew, local staff and crew, the viewing guests and everyone associated with the performance, this area will be monitored by in-house security to ensure proper access.
      c. California State law will be strictly enforced.
      d. The intent is to maintain the full integrity and safety of the production area.

VIII. A. You hereby represent and warrant that you have the full power to enter into this agreement on behalf of the Artist, that the delivery and performance of this Agreement by Artist has been duly authorized, and that the exploration of the rights of The Pacific Amphitheatre / OC Fair & Events Center as permitted herein shall not violate or infringe upon the rights of any other person.

[signature] 06/18/21			
Talent Buyer	Date	Artist Agent	Date

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5790-72

PAYMENT PROVISIONS:

To pay Contractor a total not to exceed amount of TWENTY FIVE THOUSAND DOLLARS ($25,000.00) upon satisfactory completion of services herein required on Wednesday, August 11, 2021.

Payment will be made by 32nd District Agricultural Association, State of California-issued check. As an agency of the State of California, the venue is not permitted to provide performance deposits in advance of the performance date.

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Wednesday, August 11, 2021, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL:**
   This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
   No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
   Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
   Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
   The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR*:***
   Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:
During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:
Time is of the essence in this Agreement.

13. COMPENSATION:
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:
The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE BASED OFF THE SCOPE OF WORK)

CCC-04/2017 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
   Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
   Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:**
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:**
Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Current State Employees (Pub. Contract Code §10410):
1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):
1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION:**
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **AMERICANS WITH DISABILITIES ACT:**
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. **CONTRACTOR NAME CHANGE:**
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**
   a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

   b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

   c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

6. **RESOLUTION:**
   A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. **AIR OR WATER POLLUTION VIOLATION:**
   Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. **PAYEE DATA RECORD FORM STD. 204:**
   This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES
Each party shall make best efforts to adhere to all starting and ending times as indicated on the contract face.

CURFEW
There is a strict 10:00 pm curfew in effect unless an extension of curfew is approved in writing by the Chief Executive Officer of the District prior to the performance. If this curfew is not adhered to, Contractor may be liable and subject to litigation and fines by the State of California for breach of contract.

PAYMENT
Contractor shall be paid by District check in the amount specified in this agreement immediately upon completion of performance. District shall have no obligation to pay Contractor under this Agreement unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement. At least ten (10) days prior to performance date, Contractor shall submit to District an accurately completed and signed State of California Std. 204 ("Payee Data Record"). Contractor may be subject to applicable California State *non-resident entertainer* withholding taxes by the State of California Franchise Tax Board (FTB). Contractor acknowledges and agrees District is **required** to withhold seven percent (7%) of payments to *nonresident* bands, orchestras, plays, dance teams, circuses, and other performing entities if all payments by the District to Contractor exceed $1,500 for the calendar year. A waiver or reduced amount of withholding can be *initiated by the non-resident entertainer*, using Franchise Tax Board forms. For access to the applicable forms, and for further information, refer to the State of California Franchise Tax Board website, www.ftb.ca.gov and search "Nonresident Entertainment Withholding Procedures." Additional references for information can be found at www.ftb.ca.gov, www.ftb.ca.gov/forms/2008/08_1017.pdf and www.ftb.ca.gov/forms/2012/12_1017.pdf.

Contractor acknowledges and understands that in the event Contractor fails to furnish a completed and signed Payee Data Record to the District prior to the Artist's performance date, the District is required to deduct the *nonresident* seven percent (7%) withholding from Contractor payment. The District is unable to reissue payment checks the day of performance. If Contractor subsequently provides the Payee Data Record to the District showing Contractor is a California resident, the District shall issue a check in the amount of the difference owed and paid Net 10.

PUBLIC ACCESS TO FACILITY
The facility will be open to the public approximately 60 minutes prior to the start of the show. There shall be no exceptions to these stated times. These requirements are necessary to meet safety and crowd control procedures set by the State of California Fire Marshal and the Orange County Sheriff's Department.

DECIBEL LEVEL
Contractor shall comply with all decibel and sound level requirements as detailed in Exhibit F – Pacific Amphitheatre Decibel Level and Sound Covenant.

MEDIA – WEB SITE
The District requests that the Contractor place specific information about the OC Fair on the Artist website only if agreed to by the Artist. Information may include the contracted entertainer's name, date, time of performances at the OC Fair, and a web-link to OC Fair website (www.ocfair.com).

MEDIA – INTERVIEW
The District also requests that the contracted Artist consent to at least one fifteen (15) minute promotional interview with a local radio station, to be selected by the District only if agreed to by the Artist, in advance of their performance at the OC Fair. Please contact the District's Communications Department at (714) 708-1543 to coordinate the interview. The foregoing is subject to Artist's prior approval and availability subject to Artist's management prior approval.

MEDIA – VIDEO
Local affiliates of national television networks, upon issuance of proper District press credentials and prior written approval of Artist's representative, may be allowed to videotape up to three (3) minutes of performance for non-commercial news purposes only and subject to advance with Artist's management. The District actively discourages all non-legitimate videotaping activity.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

MEDIA – STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials subject to Artist's management prior written approval, may be allowed to photograph a portion of the performance at Artist's discretion for local, non-commercial review purposes only, subject to Contractor's approval. The District actively discourages all non-legitimate use of still photography.

SOUND AND LIGHTS

Contractor agrees to use District-provided sound and lighting equipment, except as otherwise provided on the Contract face. District will provide industry standard sound and lighting equipment.

Ray Woodbury of RK Diversified Entertainment Inc. is the Production and Lighting contact:
(909) 821-3157
ray@rkde.net

Gary Hardesty of Sound Media Fusion is the contact regarding specifics for audio systems and dB level limitations:
(818) 482-0193 audiomicro@aol.com

RENTAL EQUIPMENT

The District will upon request, arrange for an independent company to rent any equipment to Contractor that may be required by Contractor in connection with Contractor's performance under this Contract; provided, however, the District will not be responsible for payment of rental equipment, unless otherwise specifically stated in the Contract or as mutually agreed upon in advance.

HOSPITALITY

The District will provide meal service chosen from a District determined menu. District will use Artist's contract rider as a guide, but will be the final determiner of the meal that is served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e. tour bus food service) may be requested by the Artist at the Artist's expense from the on-site caterer. Catering itself will be capped at $3,500.00 versus the cost of Artist's touring personnel staff for meals and dressing room riders, whichever is lower. After show food and bus stock is not provided. The District will not provide alcohol, tobacco, vape and cannabis products, nor will runners be available to secure these items. The OC Fair is a smoke-free event and the use of tobacco, vape and cannabis therein is strictly forbidden. (See attached Exhibit G – OCFEC Procedures)

Unless contracted, costs associated with the tour itself, including, but not limited to such items as hotel accommodations, travel fares, ground transportation, freight costs and backline are the financial responsibility of the Contractor.

Unless contracted, personal Contractor needs, including, but not limited to such items as massage, health care professionals and hairstylists are the financial responsibility of the Contractor. Runners are available on the performance day only and within a 15 mile radius.

MERCHANDISING

All merchandise sales are subject to a commission payable to the District. In the event any merchandise will be sold, please contact the District's Production Office. The Artist/Contractor shall provide the District with advance notification of Artist/Contractor's intent to sell merchandise. Unless otherwise indicated on the Contract face page, merchandising sales are subject to 70%/30% split less tax with the venue selling the merchandise. CD sales will be subject to a 10% commission payable to the District. All merchandise sales are subject to these commission rates or as stated in the face of the Contract. Contractor will be responsible for paying sales tax and, in all instances, the foregoing split shall be paid after deduction of tax.

The District will provide adequate point(s) of sale to be advanced and mutually agreed. If the District is to provide individuals to handle sales transactions, notification to the District MUST be in advance or the District may be unable to provide individuals to handle the sales transactions. In addition to any commission due and owing to the District under the provisions of the Paragraph, Contractor is responsible for all salaries, fees, costs, and expenses incurred by the District in providing personnel responsible for the merchandising sales transaction.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

SPONSORSHIPS

District sponsorships shall not be excluded by Artist/Contractor's sponsorship commitments. District sponsor signage shall be used throughout the venue. District agrees the signage for District's sponsors will not imply or suggest Artist/Contractor endorses the sponsor, its products, or services. Each party shall not receive any revenues from the other party sponsorship agreements. Artists/Contractor's sponsorship signage may be used only upon the prior written consent of the District, not to be unreasonably withheld. Each party shall notify the other party of any potential conflicts related to sponsorships to the extent it is made aware.

The Amphitheatre is eligible for two sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Amphitheatre. The District retains the right to have title and presenting sponsor banners located throughout the Amphitheatre, including the stage area. Such sponsorships shall not interfere with Artist's performance area.

INSURANCE

If Artist's performance involves the active participation of the audience in the act or any hazardous activity is part of the entertainment act, including, but not limited to, pyrotechnics, Contractor shall notify the District and meet all requirements for General Liability coverage as required by the California Fairs Services Authority prior to the performance. No indemnification, hold harmless or additional insured certificate will be provided to Contractor by the District.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers Compensation Insurance for Contractor and Contractor's employees in the amounts and to the extent required by law.

To the extent required by law, Contractor will comply with Section 3700 of the California Labor Code, which requires every employer be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code immediately upon hiring any employee and before commencing the performance of this Agreement.

INDEMNIFICATION

Purchaser and Producer agree to indemnify, defend and hold harmless each other and their officers, employees and agents from and against any liability, loss, expense (including reasonable attorneys' fees) or claim for injury or damages arising out of the performance of this Agreement, but only to the extent resulting from the negligence or willful misconduct of the indemnifying party, its employee or representatives.

MISCELLANEOUS

The performance may be emceed (i.e. "welcomed by") a local market radio station personality, which shall be selected by the District subject to Artist's management approval; however, Artist shall have the right to pre-approve any references to be made with respect to Artist. In no way shall this be considered a "co-promotion" or "presented by" situation. The Contractor will be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall provide materials, including biographical information and photographs, at Artist's management discretion to the District for use in District's promotional and advertising material.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

CONFLICT OF LAWS OR TERMS

NOTWITHSTANDING ANYTHING IN THE ATTACHED ARTIST AGREEMENT, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA BOTH SUBSTANTIVE AND PROCEDURAL AND IN THE CASE OF CONFLICT BETWEEN THE DISTRICT/STATE AGREEMENT AND ARTISTS AGREEMENT, THE DISTRICT/STATE AGREEMENT SHALL PREVAIL IF THE PARTIES CAN NOT MUTUALLY AGREE UPON A RESOLUTION OF THE CONFLICT AND ONLY TO THE EXTENT NECESSARY TO ELIMINATE SUCH CONFLICT.

MOST FAVORED NATIONS

The terms of this Agreement shall be on a most favored nations basis with all other artists performing at the OC Fair in the year of Artist's Performance(s).

FORCE MAJEURE CLAUSE

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, destruction of the Pacific Amphitheatre or the destruction of District's facilities such that the OC Fair is cancelled 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 any performance and neither party shall have any further liabilities and/or obligations in connection therewith. In the event of a multiple show engagement, if such an occurrence shall occur necessitating the cancellation of any show(s), then the Contractor shall be paid on a prorated basis for shows(s) performed.

CONTRACTOR'S POWER AND AUTHORITY

Contractor has the authority to enter into this Agreement and to furnish the services of Artist in connection with the terms and conditions contained herein. If the Artist is not signing and contracting in own name to perform the entertainment services, then the business entity that is signing and contracting to provide the services of the Artist shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation *"f/s/o"* (for the services of) and immediately followed by the name of the performing Artist(s) on the preprinted blank line on the first page.

-End Exhibit E-

EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT

The following limitations on sound generated by events in the Pacific Amphitheater as detailed in Paragraph A below have been established pursuant to litigation in the case of Orange County Fair Preservation Society v. 32nd District Agricultural Association, Orange County Superior Court No. 30-2012-00538751 and cannot be exceeded under any circumstances. Further, in support of the standards in Paragraph A below, the District maintains decibel maximums for sound generated by events as witnessed by listening tests and measurements at various locations within the District property and surrounding housing areas. These restrictions are detailed in Paragraph B below. By entering into the Agreement to provide entertainment at the Pacific Amphitheater, the Contractor specifically agrees to abide by these limits and the directives of the designated Sound Monitor or other designee.

A. Sound Level Standards

Sound Level Standards	
Location of Measurement:	Sound Level:
Residential neighborhoods (housing areas) adjacent to the OC Fair & Event Center	55 dB(A)

The sound levels emanating from the Pacific Amphitheaters shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

B. District-Required Sound Level Requirements

Sound Level Standards	
Location of Measurement:	Sound Pressure Level:
The surrounding housing areas	55 dBA
Pacific Amphitheatre Front of House	100 dB, no weighting

The sound levels emanating from the Pacific Amphitheater shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour, as measured in the housing areas; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour, as measured in the housing areas ; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour, as measured in the housing areas ; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT (CONT.)

Note that the Front of House sound system, stage monitors and band instruments, are all contributors to the environmental noise and fall under this agreement, separately and/or in combination.

Contractor shall be bound by this Decibel Level and Sound Covenant and shall at all times during any pre-concert sound checks and the concert itself, operate within the sound level restrictions. Listening tests and random readings will be taken by the District throughout sound check and performance and Contractor will be advised by the District immediately in the event of any violation(s), whether the violation is based on a housing area listening test (based on the sole professional judgment of the District), a measurement, a complaint, or a combination thereof. Contractor agrees that upon discovery or notification by either the designated Sound Monitor or other designee of any occurrence of sound level exceedance, Contractor shall upon notice by the District immediately adjust the sound level to come into compliance with sound level specifications. The determination of sound level exceedance is at the sole discretion of the District's designated Sound Monitor or other designee.

The Contractor is advised that in the event of any repeated violation(s) of these standards after notice to Contractor, the Contractor may be subject to fines and/or penalties by public agencies other than the District, including federal, state, and/or local governmental or regulatory agencies.

In the event of repeated violations after notice to Contractor, the District may require the Contractor to immediately cease performance.

-End Exhibit F-

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES

PROCEDURE FOR: Visiting Production Management staff and their employees wearing identification in the Pacific Amphitheatre and back stage.

PPE (Personal Protective Equipment): Closed-toe shoes and steel toe work shoes/boots where appropriate and other PPE as required by task and OSHA guidelines.

Purpose: To ensure all visiting production management staff and their employees are properly wearing identification.

Procedure: 0006

1. In advance of any OCFEC show or concert, the visiting production company management must provide the OCFEC house production management with a complete list of all production company employees.

2. The OCFEC house production management team will provide the list of all production company employees to the OCFEC Pacific Amphitheatre back stage security manager, along with the corresponding number of single day passes/silks for that day.

3. The OCFEC security employees will verify the identification of all production company employees entering the OCFEC facility, check each production company employee of the pre-printed list of authorized personnel once that employee enters the facility, and provide that employee with a silk. OCFEC security employees will verify the identity and access authorization of each production company employee at the security checkpoint at the top of the Pacific Amphitheatre load in ramp. (see OCFEC Pacific Amphitheater Loading Ramp Access Procedure)

4. All visiting production team members must wear OCFEC approved and supplied identification on the upper left chest area, and the identification must be highly visible at all times. (typically single day pass/silk)

5. If an individual at the OCFEC security checkpoint are not on the approved list, OCFEC security will contact the visiting production manager. The visiting production manager must visually verify identification and entry authorization for the visiting production manager's employee before the OCFEC will grant that employee access, add that employee's name to the access list, or provide that employee with a single day pass/silk.

6. Visiting production team members that do not wear identification as required in this policy will be asked to leave, or may be escorted from, the Pacific Amphitheatre.

7. If any visiting production company's employee violates OCFEC procedures, including this OCFEC Production Staff Identification Procedure, OCFEC management will ask the visiting production company's representative to permanently replace that employee.

8. Continued lack of support for, or adherence to, OCFEC procedures, including this OCFEC Production Staff Identification Procedure, may result in the cancellation of the contract between the OCFEC and the visiting production company.

9. This procedure will be added to all contracts as an attached addendum.

PROCEDURE FOR: Pacific Amphitheatre Stage use by artists/band members.

PPE (Personal Protective Equipment): None.

Purpose: To ensure the safe use of the Pacific Amphitheatre Main Stage.

Procedure: 0007

1. The use of the main stage is restricted to artists and band members.

2. Public/guests will not be allowed on stage or on stage wings, singular or as a group.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

3. If an artist has a want/need to bring an individual on stage during a performance, the artist must make a written request to the OCFEC at least four hours before the artist's scheduled performance, identifying the individuals and explaining why those individuals require stage access.

4. OCFEC management, Security Manager or Entertainment Director will review the Stage Access Request and the OCFEC management, Security Manager or Entertainment Director will determine, in his or her discretion, whether to grant the requested access after considering all OCFEC safety protocols. While the OCFEC recognizes that stage invitations may be spontaneous, the OCFEC must be provided with prior written notice to ensure the safety of its employees and patrons.

5. This procedure will be added to all contracts as an attached addendum.

PROCEDURE FOR: Pacific Amphitheatre Back Stage Hospitality/Green Room Alcohol Consumption.

PPE (Personal Protective Equipment): None.

Purpose: To ensure alcohol service and consumption is consistent with the OCFEC's Master Concessionaire's liquor license rules and regulations.

Procedure: 0008

1. All alcohol service at the OCFEC must be through the OCFEC's Master Concessionaire at a cash or host bar, and staffed by trained OCFEC or Master Concessionaire employees.

2. Each individual that wants to purchase or consume alcohol in the Pacific Amphitheatre back stage area, including the hospitality room, must be wearing an OCFEC wristband. To obtain an OCFEC wristband, the individual must provide legal identification and verify that he or she is the legal drinking age (21 years or over). The individual must wear the OCFEC wristband on his or her right wrist. Artists and band members performing at the OCFEC that are over the legal drinking age (21 years or over) are not required to comply with the wrist band requirement under this policy.

3. Alcohol consumption in the Pacific Amphitheatre's back stage area will be restricted to the Green Room back of house area, as identified in the attached facility map.

4. OCFEC Security personnel will be appropriately posted to enforce the area procedure. "No Alcohol Beyond this Point" signs will be posted.

5. Artists and band members will be allowed to consume their own alcohol within the confines of their dressing room and the performance area.

6. This procedure will be added to all contracts as an attached addendum.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

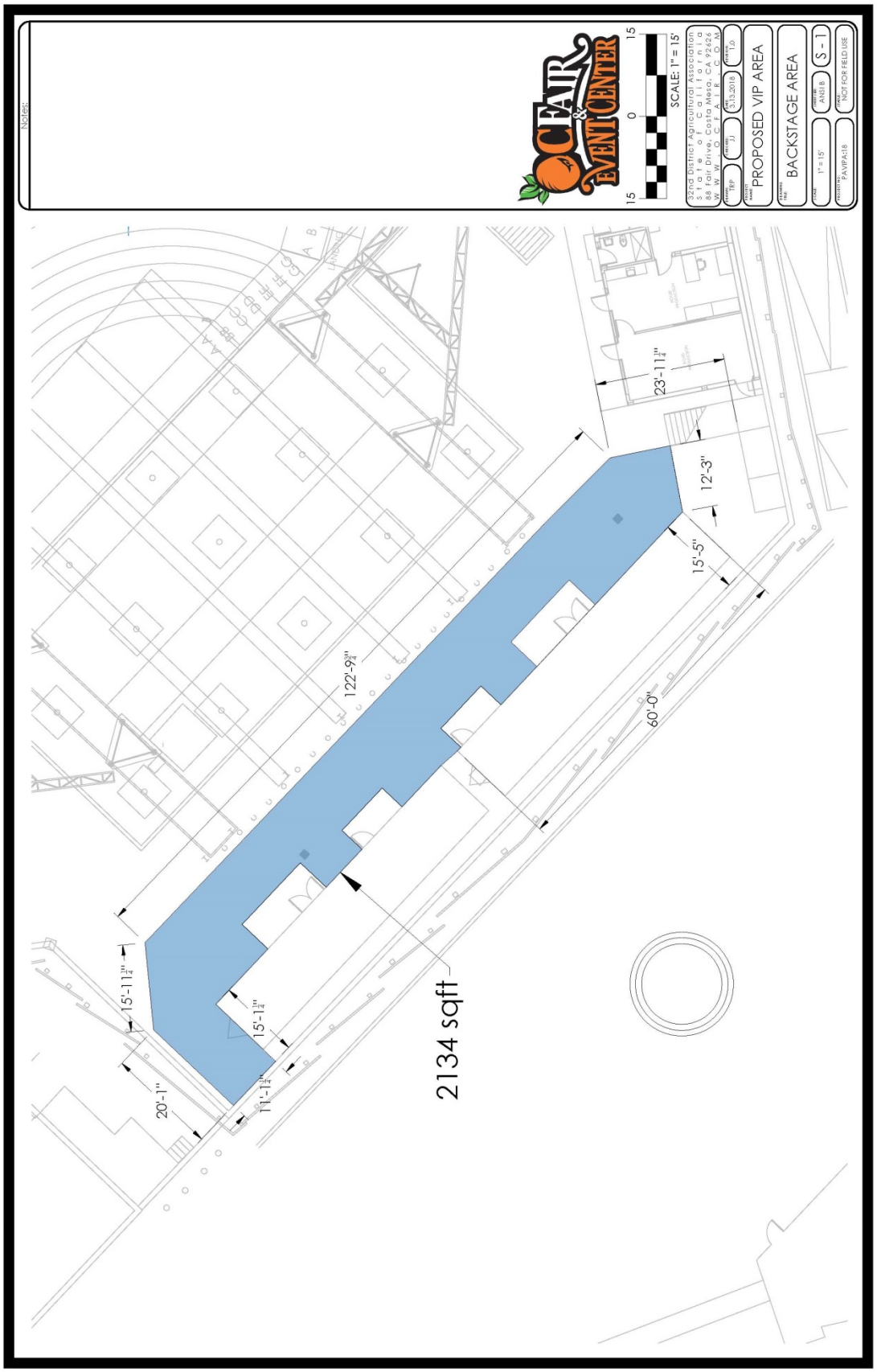


EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

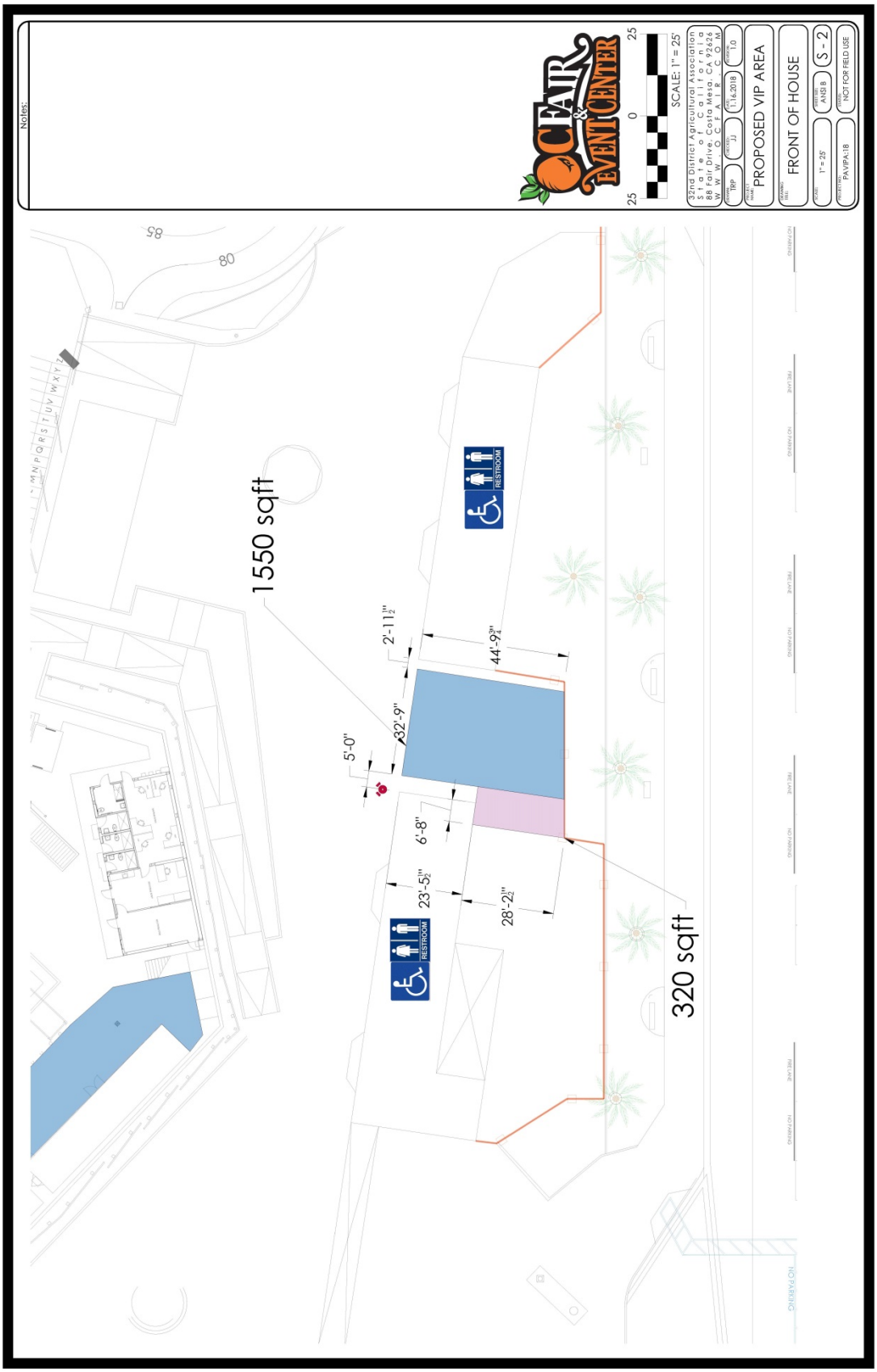


EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

PROCEDURE FOR: The use of Pacific Amphitheatre VIP area and Meet & Greets.

PPE (Personal Protective Equipment): None.

Purpose: To ensure alcohol service and consumption remains in accordance with Master Concessionaire's liquor license rules and regulation.

Procedure: 0009

1. Access to this area is restricted to VIPs, a list will be provided by the visiting Production Manager to OCFEC Pacific Amphitheater Security Manager and Director of Entertainment. (per attached layout)

2. OCFEC security will be posted at the entrance to the VIP area to verify customers' identification and check them off the list.

3. If customers checking in with security are not on the approved list OCFEC security will contact the visiting Production Manager who must physically come to the VIP area for the approval of a person being added to the list.

4. All alcohol service at the OCFEC must be through the OCFEC's Master Concessionaire at a cash or host bar, and staffed by trained OCFEC or Master Concessionaire employees.

5. Each individual that wants to purchase or consume alcohol in the Pacific Amphitheatre back stage area, including the hospitality room, must be wearing an OCFEC wristband. To obtain an OCFEC wristband, the individual must provide legal identification and verify that he or she is the legal drinking age (21 years or over). The individual must wear the OCFEC wristband on his or her right wrist. Artists and band members performing at the OCFEC that are over the legal drinking age (21 years or over) are not required to comply with the wrist band requirement under this policy.

    - Below are examples of Meet & Greets and VIP:

    a) Small (10 – 30 people) - meet & greet with performer(s), performer guests and Fair guests. Usually involves a photo op and sometimes a corresponding signing. Venue guests will queue at a pre-designated spot and meet with the performer one-by-one. Performer guests are generally taken first and often from a different line. Alcohol is not served but guests may purchase alcohol in the concourse. Small meet & greets can be in Orchestra pit/ramp area or other non-backstage area as appropriate or in VIP area.

    b) Medium (31 -49 people) - meet & greet with performer(s), performer guests and Fair guests. Some performers are more open to the M&G option and therefor more people could be in attendance. Same basic format as above. Alcohol is not served but guests may purchase alcohol in the concourse. Medium meet & greets can be in Orchestra pit/ramp area or other non-backstage area as appropriate or in VIP area.

    c) Large (50 – 100 people) "VIP" Upsell meet & greet – fans can purchase the experience either through the performer site, or they can be built into the ticket price. Generally involved a line-up like above but with a lot more people. Experience may also include merchandise and/or a sound check option. Alcohol is not served but guests can purchase alcohol in the concourse. Large meet & greets can be in Orchestra pit/ramp area or other non-backstage area as appropriate or in VIP area.

    d) Large (75 – 150 people) "VIP" meet & greet. This could be an upsell or just friends of the band. This is a gathering more than a funnel of people coming and going. There is typically alcohol involved and the duration is longer than a meet and greet. Depending on the nature of gathering, it could include merchandise or other benefits. These meet & greets will be in VIP area.

6. Meet and greets will be coordinated by the assigned OCFEC Event Coordinator, said coordinator will work with OCFEC Pac Amp security manager and staff. All guests will be on the lists provided.

7. All guests will be given a specific color meet and greet wristband, sticker or other distinguishable identification.

8. The event coordinator will ensure the guests are escorted in and out.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

9. This procedure will be added to all contracts as an attached addendum.

PROCEDURE FOR: Access to the Pacific Amphitheatre through Loading Ramp Security Checkpoint.

PPE (Personal Protective Equipment): None

Purpose: To ensure that all persons and vehicles accessing the Pacific Amphitheatre via the Loading Ramp located on the *West* or *3rd Base* side of the Pacific Amphitheatre are in possession of the appropriate credential, pass or identification card required for entry.

Procedure: 0011

1. Before and during the review of all required access credentials, passes or identification cards, OCFEC security staff shall assure that the Loading Ramp gate remains closed until all steps below are completed.

2. Upon arrival at the OCFEC Pacific Amphitheatre Loading Ramp Security Checkpoint, all guests, whether on foot or in a vehicle, must present to OCFEC security the appropriate credential, pass or identification card for inspection. If no credential, pass or identification card is presented, access will be denied.

3. OCFEC security staff shall contact and coordinate with the Pacific Amphitheatre Production Manager to assist any individual without an appropriate credential, pass or identification card that claims a need to access the Pacific Amphitheatre loading dock area for an authorized purpose. The Pacific Amphitheatre Production Manager must visually confirm the identity of the individual requesting access before granting that access.

4. If an individual presents an acceptable credential, pass or identification card for inspection, or if the Pacific Amphitheatre Production Manager or visiting Production Manager has approved access, the individual, along with his or her belongings, must pass a security inspection to prevent any dangerous, hazardous or other prohibited items from entering the venue. Security inspections include, but are not limited to: Bag or other personal item inspection, walk-thru metal detection devices, and additional hand-held metal detecting devices.

5. After the Pacific Amphitheatre Production Manager or visiting Production Manager has inspected the individual's credential, pass or identification card and approved entry, and after the individual has successfully passed through the Loading Ramp Security inspection checkpoint, that individual will be required to sign and date the Guest Log. **Additional information such as "who authorized entry" shall be confirmed and recorded if guest was not found to be on the pre-authorized guest list.*

6. After the individual has entered the venue on foot or in a vehicle via the Loading Ramp, OCFEC security staff will assure that the Loading Ramp gate is then re-secured to prevent unauthorized access.

7. This procedure will be added to all contracts as an attached addendum.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

ACKNOWLEDGEMENT FORM

NAME OF PROCEDURE(S):

0006 Visiting Production Management staff and their employees wearing identification in the Pacific Amphitheatre and back stage.

0007 Pacific Amphitheatre Stage use by artists/band members.

0008 Pacific Amphitheatre Back Stage Hospitality/Green Room Alcohol Consumption.

0009 The use of Pacific Amphitheatre VIP area and Meet & Greets.

0011 Access to the Pacific Amphitheatre through Loading Ramp Security Checkpoint.

Date trained:_____ **Initial:**_____

I _____ **have read, understand and will follow the above procedure(s).**

Signature:_____

-End Exhibit G-

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

V06042020

1. **SCOPE**
As a result of the worldwide COVID-19 pandemic, the 32nd District Agricultural Association (OCFEC) implemented numerous essential protocols and procedures to protect OCFEC staff, renters, event promoter/producer employees, exhibitors, vendors, contractors, subcontractors, volunteers and members of the public. These protocols and procedures do not supersede or replace any existing orders issued by local governments, the State of California or the Federal Government. The protocol and procedure guidelines (COVID-19 Guidelines) apply equally to all organizations and persons doing business on OCFEC property, both public and private, and all event types, commercial, trade or other, hosted at the OCFEC.

2. **SICK, ELDERLY AND VULNERABLE PERSONS**
Anyone who feels sick should remain at home. In addition, high-risk persons who are over 65 years of age, or anyone with chronic illness or underlying medical conditions, should continue to follow recommendations to stay at home and limit public interaction.

3. **PHYSICAL DISTANCING IN THE WORKPLACE**
Physical distancing of a minimum of six (6) feet should be maintained between customer-facing employees and the general public, and – to the extent practical – between employees in the field or at employee workstations. Where isolation of employees in the field or at employee workstations is impractical, face coverings must be worn without exception.

4. **HANDWASHING, PERSONAL PROTECTIVE EQUIPMENT, AND TESTING**
Renters, event promoters, event producers, exhibitors, vendors, and their respective contractors, subcontractors and volunteers (collectively, “Business Partners”) conducting business at the OCFEC must require all customer-facing employees to either wash their hands or use hand sanitizer every thirty minutes, or wear disposable gloves which are to be changed as frequently as specified by guidelines established for each applicable job assignment. Face coverings must be provided to all employees.

Before starting a shift, all OCFEC employees and all Business Partner employees, must have their temperatures taken and documented, and individual(s) will not be permitted to remain at work if the temperature reading exceeds 100.4 degrees (°) Fahrenheit. Affected individual(s) may only return to work after registering and documenting their temperature reading below 100.4° Fahrenheit for seventy-two (72) consecutive hours.

All OCFEC event attendees, before entering OCFEC premises, must have their temperatures taken and documented. Any OCFEC event attendee with a temperature reading above 100.4° Fahrenheit will not be permitted to attend the event and will be required to immediately leave the OCFEC premises. Paid admission/parking fee refunds will be subject to processing schedule.

All competitive professional and amateur sports participants, including youth sports participants, must be tested for COVID-19 at least one (1) week before the date of the scheduled competition, and will not be permitted to compete if the intended participant tests positive for COVID-19. If the intended participant tests positive for COVID-19, he/she will not be allowed to participate in any activities at the OCFEC until after (i) receiving a negative result on a subsequent COVID-19 test and (ii) satisfying the specified 14-day (or otherwise governmentally specified) COVID-19 quarantine period.

OCFEC Business Partners should make every effort to limit physical touch points at their respective places of business, including at the OCFEC. All OCFEC event promoters must significantly increase frequency of sanitation and disinfection measures at all workstations and equipment that come into contact with OCFEC employees and the general public. All OCFEC Business Partners must assess and identify the frequency of necessary sanitation and disinfection practices, and will review and agree upon a sanitation and disinfection schedule with the OCFEC.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

Face coverings and disposable gloves must be worn by all OCFEC Business Partner customer-facing employees. All OCFEC event attendees and visitors must wear appropriate face coverings. Physical barriers, if available, are preferred but not required as the general public will make the personal decision of whether to attend an event at the OCFEC and/or patronize an OCFEC Business Partner. For the benefit of the public, OCFEC employees and Business Partner employees, handwashing or hand sanitizing should be done as soon as possible following the handling of materials that come in contact with the general public.

5. **EVENT ATTENDANCE LIMITATIONS**

Attendance at all OCFEC events, including all move-in and move-out activities, must be limited at any given time, to no more than the current maximum attendance levels permitted by all applicable local and state orders or laws.

OCFEC Business Partners must establish and actively enforce measures to monitor and ensure attendance limitation compliance. If an OFCEC Business Partner fails to comply with event attendance limitations, the OCFEC in its sole and absolute discretion may cancel the event without notice and refer the matter to local law enforcement.

6. **OCFEC BUSINESS PARTNER COMPLIANCE**

OCFEC Business Partners shall make every effort to assure compliance with COVID-19 related mitigation requirements. If an OCFEC Business Partner fails to comply with these COVID-19 Guidelines, the OCFEC in its sole and absolute discretion may close non-compliant event spaces, exhibitor spaces or other such rental spaces, or may cancel the event without notice and refer the matter to local law enforcement.

7. **COVID-19 RELEASE AND WAIVER OF LIABILITY**

As consideration for being permitted to conduct event activities at the OCFEC, OCFEC Business Partners must acknowledge and agree to all COVID-19 Pandemic and related governmental orders, directives and guidelines, and forever release the 32nd District Agricultural Association, the State, California Fair Services Authority ("CFSA"), the County, the Lessor, and any fair affiliated organization, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner's employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner's participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.

8. **EVENT ORGANIZATION PROTOCOLS**

Each OCFEC Business Partner must submit event organization-specific COVID-19 related infection mitigation protocols and procedures for OCFEC review and approval no later thirty (30) days before the event's scheduled move-in date. The OCFEC reserves the right to reject any protocols and procedures that are in conflict with, or are less stringent than, the COVID-19 Guidelines. If the OCFEC rejects the OCFEC Business Partner's COVID-19 related infection mitigation protocols and procedures, the OCFEC Business Partner must resubmit revised infection mitigation protocols and procedures for review no less than fifteen (15) days before the event's scheduled move-in date. If OCFEC Business Partner fails to submit the COVID-19 related infection mitigation protocols and procedures on time, the OCFEC in its sole and absolute discretion may terminate the agreement and cancel the event without notice.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

9. **FURTHER ACTION AS NECESSARY**

The OCFEC reserves the right to modify these COVID-19 Guidelines as circumstances warrant. Specifically, the OCFEC recognizes that additional restrictions not reflected in these guidelines may be necessary to address the health and safety of certain populations depending upon their age or underlying health concerns, or otherwise to address medical issues as they arise.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

I HAVE CAREFULLY READ THIS AGREEMENT EXHIBIT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A CONTRACTUAL AGREEMENT BETWEEN MYSELF AND THE 32ND DISTRICT AGRICULTURAL ASSOCIATION, THE STATE, CFSA, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed on _____, 20____.

OCFEC BUSINESS PARTNER:

_____
Signature

_____
Address

_____
City State ZIP

-End Exhibit F-

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev. 03/2019)

R_____ A_____ F_____

AGREEMENT NUMBER
SA-057-21PA

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
RHD, LLP F/S/O ROGER DALTREY

2. The term of this Agreement is: **08/29/2021** through **08/29/2021** **FED ID:**

3. The maximum amount of this Agreement is: **$161,500.00 (See Exhibit B for payment details)**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work **– To provide "Roger Daltrey" at the Pacific Amphitheatre on Sunday, August 29 for the 2021 OC Fair. See Page 2 for additional details.** **Contractor certifies compliance with applicable requirements in the talent agency section of the Labor Code (§271, §272, and §1700.5 - §1700.22).**	Pages 1 – 4
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 5
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 6 – 9
Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement)	Pages 10 – 13
Exhibit E – House Rider/Performance Agreement (Attached hereto as part of this agreement)	Pages 14 – 17
Exhibit F – Pacific Amphitheatre Decibel Level & Sound Covenant (Attached hereto as part of this agreement)	Pages 18 – 19
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 20 – 26
Exhibit I – Covid-19 Infection Mitigation Protocol & Procedure (Attached hereto as part of this agreement)	Pages 27 – 29

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
RHD, LLP F/S/O ROGER DALTREY

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
c/o Rick Farrell, Agent or Authorized Signatory

CONTRACTOR BUSINESS ADDRESS
International Creative Management Partners LLC dba ICM Partners
10250 Constellation Boulevard, Los Angeles, CA 90067
(310) 550-4000

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Michele Richards, Chief Executive Officer or
Joan Hamill, Chief Business Development Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

The Pacific Amphitheatre

Performance Offer

OC Fair & Event Center • 88 Fair Drive • Costa Mesa, CA 92626

This document constitutes a formal Offer to Perform based on the information specified below

	Performance	Offer
Headliner	**Roger Daltrey**	**$137,500**
Support 1		$0
Support 2		$0

Today's Date	2/5/21	Expiration Date	3/10/21	Revision Date	TBD
Performance Date	8/29/21	Performance Time	TBD	Doors Open	TBD
Support 2 Start	TBD	Support 1 Start	TBD	Headliner Start	TBD
Presale Date	TBD	Public Sale Date	TBD	Curfew	10PM

Agent	Rick Farrell	Agency	ICM
Phone	310-550-4098	Email	rfarrell@icmpartners.com

The Pacific Amphitheatre Contact Information					
Buyer	Lisa Sexton	Email	lsexton@ocfair.com	Phone	714.708.1707
Marketing	Lisa Sexton	Email	lsexton@ocfair.com	Phone	714.708.1707
Production	Ray Woodbury	Email	ray@rkde.net	Phone	909.821.3157
Contracts	Jay Xudan	Email	jxudan@ocfair.com	Phone	323-459-4555
Buys	Jay Xudan	Email	jxudan@ocfair.com	Phone	323-459-4555
Counts	Jay Xudan	Email	jxudan@ocfair.com	Phone	323-459-4555

Ticket Scaling						
Section	Capacity	Comps	ADA Kills	Sellable	Base	Gross Potential
Pit / Circle	469	30	8	431	$61.00	$26,291.00
Orchestra 1	1,750	85	10	1,655	51.00	84,405.00
Orchestra 2	748	85	10	653	41.00	26,773.00
Orchestra 3	0	0	0	0		0.00
Terrace 1	2,798	100	12	2,686	31.00	83,266.00
Terrace 2	2,391	100	12	2,279	21.00	47,859.00
Terrace 3		0	0	0		0.00
Total Per Show	8,156	400	52	7,704		$268,594.00

Ticket Add-Ons					
Source	**Per Ticket**				
Fair Admission	$14.00				
Facility Fee	$5.00				

Projected Performance Expenses			
Headline Guarantee	Shows	Performance Total	Run Total
Headline Guarantee	1	$137,500	$137,500
Support 1 Guarantee	1	0	0
Support 2 Guarantee	1	0	0
House Nut	1	75,500	75,500
Advertising	1	15,000	15,000
Total Costs		$228,000	$228,000

EXHIBIT A – SCOPE OF WORK (CONT.)

Performance Offer Deal Points

I. PerformanceFinancial terms – $137,500 flatfor Roger Daltreyplus (1) $3,000 bonuses at 5,800 tix paid, (1) $5,000 bonus at 6,700 tix paid, (1) $7,000 bonus at 7,200 tix paid and (1) $9,000 bonus at 7,700 tix paid. Bonuses are for full price paid tickets. **Performance to be live streamed. Customers will be allowed to purchase access to this live stream. The streaming company will take fifteen percent (15%) of the gross revenue. The remaining revenue will be split evenly between venue and Artist. Venue will cover video production costs, labor and licensing fees. It is also requested that Artist consider streaming meet & greet upsell opportunities with the same financial structure.**

1. Offer is "all in" and inclusive of all costs including, but not limited to backline, additional production expense, air and ground transportation and hotel accommodations. **SHOW WILL BE MARKETED AND BILLED AS ROGER DALTREY PERFORMING THE WHO HITS, RARITIES AND SOLO HITS.**

A. Offer is based on the ability arrive at a performance date and time which mutually agreed upon by both Artist and Venue.
B. As an agency of the State of California, the Venue is not permitted to provide performance deposits in advance of the performance date.
C. Artist is requested to participate in a pre-performance or post-performance meet & greet as arranged by the venue.
D. Artist is requested to participate in at least one media interview.
E. With current health and safety concerns and precautions, meet & greets between Artists and members of the public will not be hosted on Venue grounds.
F. There is a strict 10:00 p.m. curfew imposed by the City of Costa Mesa and the State of California. Artist assumes all financial responsibility and/or other penalties that result from a failure to comply with this curfew.
G. Any income from parking, food and beverage concessions, ticket service charges, suites or box seats, local share of merchandise, etc., will not be shared in settlement.
H. Artists shall adhere to all laws, policies, rules and regulations applicable to the Event.
I. This agreement may not be modified, altered or amended, except by a written instrument signed by both parties.
J. There will be no cash available at settlement. Checks will be written to contracted entities only.

II. Exclusivity.

A. The Pacific Amphitheatre will have market exclusivity for this performance. Should this offer be accepted, there will be no other performances or advertising of other performances by the Artist within a 100 mile radius [this includes Los Angeles, Inland Empire (including Pala, Pechanga and Southern California desert casinos), Northern San Diego County and Orange County] for 180 days before the performance date and extending through the day of the show.

III. Ticketing.

A. Unless running concurrently with the venue presale and pulling from the same ticketing inventory, all fan club presales must end before the venue presales begins.
   1. If the Venue fulfills and distributes fan club tickets through venue will call there will be a $3.00 per ticket charge.
   2. If Venue fulfills and distributes tickets by mail to individual fan club members, there will be a $10.00 per order charge.
   3. Payment for any fan club presale fulfilled through the Box Office will be received Net 20 from the date the fan club presale ends.
B. Headline Artist is allotted 30 Orchestra tickets for this performance. If support is added, comps are TBD.
   1. Complimentary tickets can be orchestrated through the Box Office on the day of the performance.
   2. Artist or Artist representatives must request tickets to be held for potential purchase before the performance goes on presale or public sale. If no request is made, tickets will not be held. Tickets held for this purpose are considered sold. If these tickets have not been purchased within 10 business days before the event, they will be released without notification for public sale.
C. This offer assumes that the complimentary ticket allotments listed are approximate as related to press and promotion and upper limits as related to sponsors, venue, Artist and the OC Fair & Events Center. Tickets allocated as complimentary that are unused will be put back into the system and made available for public purchase with no change to the financial agreement.
D. Purchaser reserves the right to review and revise the ticket scaling in conjunction with the Artist prior to public on-sale. As part of this offer, Purchaser is granted all rights and control over the ticket inventory and ticketing processes (including, without limitation, presales and other sales mechanisms).
E. There will be no alteration of scaling such as "Premium" or "Platinum" without the mutual agreement of both the Venue and the Artist. In a case where price alteration does occur, additional ticket revenue will be divided evenly (50%/50%) between the Venue and the Artist.
F. The number of kills associated with accessible seating is a best estimate. In the event that fewer kills are needed for this purpose, they will be released for sale with no change in financial agreement.
G. Venue may, at its discretion, offer group discounts of up to 20%.
H. Venue may, at its discretion, offer two-for-one tickets to this to its season ticket holders.
I. Venue may, at its discretion, offer discounts of up to 50% to the public through its ticket service provider.
J. Venue may, at its discretion, offer discounts of up to 50% to the public through internet distribution serves such as, but not limited to, Groupon, Goldstar, Living Social, etc.

IV. Production.

A. This offer is predicated on the fact that visiting production will be using in-house production at the Pacific Amphitheatre as described on the production page of the web site: www.pacamp.com/production
   1. Password: production
B. Ticket scaling has been determined by Purchaser financial analysis. Any additional gear or service required will be at the sole expense of the Artist. This includes, but is not limited to: specific consoles other than that provided for lighting and audio, backline, transportation, additional riser(s), musicians, video, or additional talent, hotel accommodations, video, etc.
C. Any labor required to make (strike and restore) changes to existing truss system is at the sole expense of the Artist.
D. Artist is welcome to bring additional production equipment, such as monitor systems, FOH console(s), lighting console(s), video walls, and additional lighting fixtures to be added to the pre-existing truss system. The cost of setting up additional equipment will be the sole responsibility of the Artist. Installed lighting system stays in place and will be gridded if artist production is carrying a lighting system to be flown. Artist's system will rig around installed system.

EXHIBIT A – SCOPE OF WORK (CONT.)

E. If seats are killed as a result of any gear that is brought in specifically for a Pacific Amphitheatre performance, the artist will be charged back the face value of the killed seats plus any refund amount required to relocate guests who have purchased seats that must be killed.
F. Front of stage barricades cannot be added after the performance goes on sale to the public.
G. The house nut includes two trucks of production. Any number beyond that can be charged $2,000.00 per truck.
H. There is a $5,000.00 origination fee, plus any IATSE Local 504 labor, and additional production team costs to video record the performance.
I. One (1) runner will be provided for an event/show. Runner is shared with all artists. Runner will start at load in time. Runner will be relieved no later than 1 hour after show comes down. Runner will be driving a 15 passenger van. Runner works on show day only. Runner has a 15 mile radius to work within. PAC AMP Production reserves the right to provide UBER or LYFT services for evening bus driver or personnel pickup.
J. Load in no earlier than 9am (9am breakfast / 9:30am Load in) for any event in order to allow for labor turnaround laws.

V. Safety & Security.
A. The safety and security of everyone in attendance at any performance at the Pacific Amphitheatre is of premiere consideration.
1. Non-performers and/or non-stage crew members may not congregate and/or view the performance from the stage, the stage wings, or any other production area.
2. Every person entering the backstage area must expect to be screened (metal detectors included) before entering.
3. Every person entering the backstage area must expect to be identified as someone who belongs there. And, every person granted access must wear visible identification and/or credentials demonstrating access has been verified.
a. Those not wearing identification will be stopped by backstage security until access can be verified.
4. Every person entering any part of the venue must adhere to covid-19 safety protocols.
5. Every person entering the backstage production work areas (this includes all areas backstage other than the Artist dressing rooms and Artist dressing room compounds) must wear closed toe shoes and any other protective gear necessary for their function.
6. Every local and visiting crew member must adhere to all safety procedures and use appropriate protective gear at all times
7. **Everyone associated with the performance entering the backstage area must be masked. Performers will not be asked to wear masks on stage.**

VI. Force Majure.
A. 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, destruction of the [VENUE] or the destruction of District's facilities such that the OC Fair is cancelled 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 any performance and neither party shall have any further liabilities and/or obligations in connection therewith. In the event of a multiple show engagement, if such an occurrence shall occur necessitating the cancellation of any show(s), then the Contractor shall be paid on a prorated basis for shows(s) performed.
B. The Purchaser retains the absolute right to reject this offer or revise the terms of this offer with no financial obligation to the Artist if the Purchaser determines, in its sole and absolute discretion, that the event contemplated by this offer cannot proceed due to local, California or Federal government order, plague, epidemic, pandemic, outbreaks of infectious disease, or any other public health crisis, including, but not limited to, social or physical distancing orders, capacity reductions, or other guest or employee restrictions.
C. Additionally, if Purchaser determines, in its sole and absolute discretion, that if there exists negative public perception and that such negative public perception has a negative impact on ticket sales for the Event, then the Purchaser in its sole and absolute discretion may, at least (30) days before the Event, cancel the Event without any liability, payment or other form of consideration to the Artist . Alternatively, by mutual agreement, the Event may be rescheduled for a date that is mutually acceptable both Purchaser and Artist.

VII. Merchandise.
A. Venue sells merchandise at a 70/30 split on non-copyright material, and 90/10 on copyright material.
B. Venue may, at its discretion, sell Venue-branded merchandise side by side with Artist merchandise. All revenue from such sales will remain with the Venue.

VIII. Catering
A. Catering is capped at $4,000per event, inclusive of all artists, which may include breakfast, lunch, dinner and dressing room rider.Any catering beyond these parameters, including but not limited to 'after show food' and 'bus stock' will be at the sole expense of the Artist.
B. In order to maintain social / physical distancing, catering will be in the form of boxed and/or covered plate meals rather than buffet style.
C. Alcohol is not provided, but may be purchased in advance through the venues Master Concessionaire. Contact information is available through the Production Manager.
D. Alcohol will not be permitted in any area identified as a working production area. This is essentially the stage and the entire backstage area other than Artist dressing rooms, the catering area, and the specified area in front of the Artist dressing rooms.
1. These working areas are restricted to essential personnel only.
2. For the safety and security of the Artist, Artist staff and crew, local staff and crew, the viewing guests and everyone associated with the performance, this area will be monitored by in-house security to ensure proper access.
3. California State law will be strictly enforced.
4. No alcohol, tobacco, clothing or expendables such as batteries, grooming products, candles, flowers, etc. are provided under the catering or dressing room budget.
5. There are no catering buyouts.

IX. A. You hereby represent and warrant that you have the full power to enter into this agreement on behalf of the Artist, that the delivery and performance of this Agreement by Artist has been duly authorized, and that the exploration of the rights of The Pacific Amphitheatre / OC Fair & Events Center as permitted herein shall not violate or infringe upon the rights of any other person.

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5790-34

PAYMENT PROVISIONS:

To pay Contractor a total not to exceed amount of ONE HUNDRED SIXTY ONE THOUSAND FIVE HUNDRED DOLLARS ($237,500.00) ($137,500 FLAT; $140,500 at 5,800 tickets sold; $145,500 at 6,700 tickets sold; $152,500 at 7,200 tickets sold; $161,500 at 7,700 tickets sold) upon satisfactory completion of services herein required on Sunday, August 29, 2021.

The District is not obligated to make any payment to Contractor under the Agreement unless and until Contractor completes all of the work required in this Agreement by Sunday, August 29, 2021, to the satisfaction of the District.

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Sunday, August 29, 2021, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL:**
   This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
   No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
   Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
   Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
   The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR*:***
   Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:
During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:
Time is of the essence in this Agreement.

13. COMPENSATION:
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:
The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:

For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:

If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE BASED OFF THE SCOPE OF WORK)

CCC-04/2017 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS:
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST:
Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Current State Employees (Pub. Contract Code §10410):
1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):
1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE:
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

6. **RESOLUTION:**
   A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. **AIR OR WATER POLLUTION VIOLATION:**
   Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. **PAYEE DATA RECORD FORM STD. 204:**
   This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES
Each party shall make best efforts to adhere to all starting and ending times as indicated on the contract face.

CURFEW
There is a strict 10:00 pm curfew in effect unless an extension of curfew is approved in writing by the Chief Executive Officer of the District prior to the performance. If this curfew is not adhered to, Contractor may be liable and subject to litigation and fines by the State of California for breach of contract.

PAYMENT
Contractor shall be paid by District check in the amount specified in this agreement immediately upon completion of performance. District shall have no obligation to pay Contractor under this Agreement unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement. At least ten (10) days prior to performance date, Contractor shall submit to District an accurately completed and signed State of California Std. 204 ("Payee Data Record"). Contractor may be subject to applicable California State *non-resident entertainer* withholding taxes by the State of California Franchise Tax Board (FTB). Contractor acknowledges and agrees District is **required** to withhold seven percent (7%) of payments to *nonresident* bands, orchestras, plays, dance teams, circuses, and other performing entities if all payments by the District to Contractor exceed $1,500 for the calendar year. A waiver or reduced amount of withholding can be *initiated by the non-resident entertainer*, using Franchise Tax Board forms. For access to the applicable forms, and for further information, refer to the State of California Franchise Tax Board website, www.ftb.ca.gov and search "Nonresident Entertainment Withholding Procedures." Additional references for information can be found at www.ftb.ca.gov, www.ftb.ca.gov/forms/2008/08_1017.pdf and www.ftb.ca.gov/forms/2012/12_1017.pdf.

Contractor acknowledges and understands that in the event Contractor fails to furnish a completed and signed Payee Data Record to the District prior to the Artist's performance date, the District is required to deduct the *nonresident* seven percent (7%) withholding from Contractor payment. The District is unable to reissue payment checks the day of performance. If Contractor subsequently provides the Payee Data Record to the District showing Contractor is a California resident, the District shall issue a check in the amount of the difference owed and paid Net 10.

PUBLIC ACCESS TO FACILITY
The facility will be open to the public approximately 60 minutes prior to the start of the show. There shall be no exceptions to these stated times. These requirements are necessary to meet safety and crowd control procedures set by the State of California Fire Marshal and the Orange County Sheriff's Department.

DECIBEL LEVEL
Contractor shall comply with all decibel and sound level requirements as detailed in Exhibit F – Pacific Amphitheatre Decibel Level and Sound Covenant.

MEDIA – WEB SITE
The District requests that the Contractor place specific information about the OC Fair on the Artist website only if agreed to by the Artist. Information may include the contracted entertainer's name, date, time of performances at the OC Fair, and a web-link to OC Fair website (www.ocfair.com).

MEDIA – INTERVIEW
The District also requests that the contracted Artist consent to at least one fifteen (15) minute promotional interview with a local radio station, to be selected by the District only if agreed to by the Artist, in advance of their performance at the OC Fair. Please contact the District's Communications Department at (714) 708-1543 to coordinate the interview. The foregoing is subject to Artist's prior approval and availability subject to Artist's management prior approval.

MEDIA – VIDEO
Local affiliates of national television networks, upon issuance of proper District press credentials and prior written approval of Artist's representative, may be allowed to videotape up to three (3) minutes of performance for non-commercial news purposes only and subject to advance with Artist's management. The District actively discourages all non-legitimate videotaping activity.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

MEDIA – STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials subject to Artist's management prior written approval, may be allowed to photograph a portion of the performance at Artist's discretion for local, non-commercial review purposes only, subject to Contractor's approval. The District actively discourages all non-legitimate use of still photography.

SOUND AND LIGHTS

Contractor agrees to use District-provided sound and lighting equipment, except as otherwise provided on the Contract face. District will provide industry standard sound and lighting equipment.

Ray Woodbury of RK Diversified Entertainment Inc. is the Production and Lighting contact:
(909) 821-3157
ray@rkde.net

Gary Hardesty of Sound Media Fusion is the contact regarding specifics for audio systems and dB level limitations:
(818) 482-0193 audiomicro@aol.com

RENTAL EQUIPMENT

The District will upon request, arrange for an independent company to rent any equipment to Contractor that may be required by Contractor in connection with Contractor's performance under this Contract; provided, however, the District will not be responsible for payment of rental equipment, unless otherwise specifically stated in the Contract or as mutually agreed upon in advance.

HOSPITALITY

The District will provide meal service chosen from a District determined menu. District will use Artist's contract rider as a guide, but will be the final determiner of the meal that is served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e. tour bus food service) may be requested by the Artist at the Artist's expense from the on-site caterer. Catering itself will be capped at $3,500.00 versus the cost of Artist's touring personnel staff for meals and dressing room riders, whichever is lower. After show food and bus stock is not provided. The District will not provide alcohol, tobacco, vape and cannabis products, nor will runners be available to secure these items. The OC Fair is a smoke-free event and the use of tobacco, vape and cannabis therein is strictly forbidden. (See attached Exhibit G – OCFEC Procedures)

Unless contracted, costs associated with the tour itself, including, but not limited to such items as hotel accommodations, travel fares, ground transportation, freight costs and backline are the financial responsibility of the Contractor.

Unless contracted, personal Contractor needs, including, but not limited to such items as massage, health care professionals and hairstylists are the financial responsibility of the Contractor. Runners are available on the performance day only and within a 15 mile radius.

MERCHANDISING

All merchandise sales are subject to a commission payable to the District. In the event any merchandise will be sold, please contact the District's Production Office. The Artist/Contractor shall provide the District with advance notification of Artist/Contractor's intent to sell merchandise. Unless otherwise indicated on the Contract face page, merchandising sales are subject to 70%/30% split less tax with the venue selling the merchandise. CD sales will be subject to a 10% commission payable to the District. All merchandise sales are subject to these commission rates or as stated in the face of the Contract. Contractor will be responsible for paying sales tax and, in all instances, the foregoing split shall be paid after deduction of tax.

The District will provide adequate point(s) of sale to be advanced and mutually agreed. If the District is to provide individuals to handle sales transactions, notification to the District MUST be in advance or the District may be unable to provide individuals to handle the sales transactions. In addition to any commission due and owing to the District under the provisions of the Paragraph, Contractor is responsible for all salaries, fees, costs, and expenses incurred by the District in providing personnel responsible for the merchandising sales transaction.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

SPONSORSHIPS

District sponsorships shall not be excluded by Artist/Contractor's sponsorship commitments. District sponsor signage shall be used throughout the venue. District agrees the signage for District's sponsors will not imply or suggest Artist/Contractor endorses the sponsor, its products, or services. Each party shall not receive any revenues from the other party sponsorship agreements. Artists/Contractor's sponsorship signage may be used only upon the prior written consent of the District, not to be unreasonably withheld. Each party shall notify the other party of any potential conflicts related to sponsorships to the extent it is made aware.

The Amphitheatre is eligible for two sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Amphitheatre. The District retains the right to have title and presenting sponsor banners located throughout the Amphitheatre, including the stage area. Such sponsorships shall not interfere with Artist's performance area.

INSURANCE

If Artist's performance involves the active participation of the audience in the act or any hazardous activity is part of the entertainment act, including, but not limited to, pyrotechnics, Contractor shall notify the District and meet all requirements for General Liability coverage as required by the California Fairs Services Authority prior to the performance. No indemnification, hold harmless or additional insured certificate will be provided to Contractor by the District.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers Compensation Insurance for Contractor and Contractor's employees in the amounts and to the extent required by law.

To the extent required by law, Contractor will comply with Section 3700 of the California Labor Code, which requires every employer be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code immediately upon hiring any employee and before commencing the performance of this Agreement.

INDEMNIFICATION

Purchaser and Producer agree to indemnify, defend and hold harmless each other and their officers, employees and agents from and against any liability, loss, expense (including reasonable attorneys' fees) or claim for injury or damages arising out of the performance of this Agreement, but only to the extent resulting from the negligence or willful misconduct of the indemnifying party, its employee or representatives.

MISCELLANEOUS

The performance may be emceed (i.e. "welcomed by") a local market radio station personality, which shall be selected by the District subject to Artist's management approval; however, Artist shall have the right to pre-approve any references to be made with respect to Artist. In no way shall this be considered a "co-promotion" or "presented by" situation. The Contractor will be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall provide materials, including biographical information and photographs, at Artist's management discretion to the District for use in District's promotional and advertising material.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

CONFLICT OF LAWS OR TERMS

NOTWITHSTANDING ANYTHING IN THE ATTACHED ARTIST AGREEMENT, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA BOTH SUBSTANTIVE AND PROCEDURAL AND IN THE CASE OF CONFLICT BETWEEN THE DISTRICT/STATE AGREEMENT AND ARTISTS AGREEMENT, THE DISTRICT/STATE AGREEMENT SHALL PREVAIL IF THE PARTIES CAN NOT MUTUALLY AGREE UPON A RESOLUTION OF THE CONFLICT AND ONLY TO THE EXTENT NECESSARY TO ELIMINATE SUCH CONFLICT.

MOST FAVORED NATIONS

The terms of this Agreement shall be on a most favored nations basis with all other artists performing at the OC Fair in the year of Artist's Performance(s).

FORCE MAJEURE CLAUSE

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, destruction of the Pacific Amphitheatre or the destruction of District's facilities such that the OC Fair is cancelled 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 any performance and neither party shall have any further liabilities and/or obligations in connection therewith. In the event of a multiple show engagement, if such an occurrence shall occur necessitating the cancellation of any show(s), then the Contractor shall be paid on a prorated basis for shows(s) performed.

CONTRACTOR'S POWER AND AUTHORITY

Contractor has the authority to enter into this Agreement and to furnish the services of Artist in connection with the terms and conditions contained herein. If the Artist is not signing and contracting in own name to perform the entertainment services, then the business entity that is signing and contracting to provide the services of the Artist shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation *"f/s/o"* (for the services of) and immediately followed by the name of the performing Artist(s) on the preprinted blank line on the first page.

-End Exhibit E-

EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT

The following limitations on sound generated by events in the Pacific Amphitheater as detailed in Paragraph A below have been established pursuant to litigation in the case of Orange County Fair Preservation Society v. 32nd District Agricultural Association, Orange County Superior Court No. 30-2012-00538751 and cannot be exceeded under any circumstances. Further, in support of the standards in Paragraph A below, the District maintains decibel maximums for sound generated by events as witnessed by listening tests and measurements at various locations within the District property and surrounding housing areas. These restrictions are detailed in Paragraph B below. By entering into the Agreement to provide entertainment at the Pacific Amphitheater, the Contractor specifically agrees to abide by these limits and the directives of the designated Sound Monitor or other designee.

A. Sound Level Standards

Sound Level Standards	
Location of Measurement:	Sound Level:
Residential neighborhoods (housing areas) adjacent to the OC Fair & Event Center	55 dB(A)

The sound levels emanating from the Pacific Amphitheaters shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

B. District-Required Sound Level Requirements

Sound Level Standards	
Location of Measurement:	Sound Pressure Level:
The surrounding housing areas	55 dBA
Pacific Amphitheatre Front of House	100 dB, no weighting

The sound levels emanating from the Pacific Amphitheater shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour, as measured in the housing areas; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour, as measured in the housing areas ; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour, as measured in the housing areas ; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT (CONT.)

Note that the Front of House sound system, stage monitors and band instruments, are all contributors to the environmental noise and fall under this agreement, separately and/or in combination.

Contractor shall be bound by this Decibel Level and Sound Covenant and shall at all times during any pre-concert sound checks and the concert itself, operate within the sound level restrictions. Listening tests and random readings will be taken by the District throughout sound check and performance and Contractor will be advised by the District immediately in the event of any violation(s), whether the violation is based on a housing area listening test (based on the sole professional judgment of the District), a measurement, a complaint, or a combination thereof. Contractor agrees that upon discovery or notification by either the designated Sound Monitor or other designee of any occurrence of sound level exceedance, Contractor shall upon notice by the District immediately adjust the sound level to come into compliance with sound level specifications. The determination of sound level exceedance is at the sole discretion of the District's designated Sound Monitor or other designee.

The Contractor is advised that in the event of any repeated violation(s) of these standards after notice to Contractor, the Contractor may be subject to fines and/or penalties by public agencies other than the District, including federal, state, and/or local governmental or regulatory agencies.

In the event of repeated violations after notice to Contractor, the District may require the Contractor to immediately cease performance.

-End Exhibit F-

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES

PROCEDURE FOR: Visiting Production Management staff and their employees wearing identification in the Pacific Amphitheatre and back stage.

PPE (Personal Protective Equipment): Closed-toe shoes and steel toe work shoes/boots where appropriate and other PPE as required by task and OSHA guidelines.

Purpose: To ensure all visiting production management staff and their employees are properly wearing identification.

Procedure: 0006

1. In advance of any OCFEC show or concert, the visiting production company management must provide the OCFEC house production management with a complete list of all production company employees.

2. The OCFEC house production management team will provide the list of all production company employees to the OCFEC Pacific Amphitheatre back stage security manager, along with the corresponding number of single day passes/silks for that day.

3. The OCFEC security employees will verify the identification of all production company employees entering the OCFEC facility, check each production company employee of the pre-printed list of authorized personnel once that employee enters the facility, and provide that employee with a silk. OCFEC security employees will verify the identity and access authorization of each production company employee at the security checkpoint at the top of the Pacific Amphitheatre load in ramp. (see OCFEC Pacific Amphitheater Loading Ramp Access Procedure)

4. All visiting production team members must wear OCFEC approved and supplied identification on the upper left chest area, and the identification must be highly visible at all times. (typically single day pass/silk)

5. If an individual at the OCFEC security checkpoint are not on the approved list, OCFEC security will contact the visiting production manager. The visiting production manager must visually verify identification and entry authorization for the visiting production manager's employee before the OCFEC will grant that employee access, add that employee's name to the access list, or provide that employee with a single day pass/silk.

6. Visiting production team members that do not wear identification as required in this policy will be asked to leave, or may be escorted from, the Pacific Amphitheatre.

7. If any visiting production company's employee violates OCFEC procedures, including this OCFEC Production Staff Identification Procedure, OCFEC management will ask the visiting production company's representative to permanently replace that employee.

8. Continued lack of support for, or adherence to, OCFEC procedures, including this OCFEC Production Staff Identification Procedure, may result in the cancellation of the contract between the OCFEC and the visiting production company.

9. This procedure will be added to all contracts as an attached addendum.

PROCEDURE FOR: Pacific Amphitheatre Stage use by artists/band members.

PPE (Personal Protective Equipment): None.

Purpose: To ensure the safe use of the Pacific Amphitheatre Main Stage.

Procedure: 0007

1. The use of the main stage is restricted to artists and band members.

2. Public/guests will not be allowed on stage or on stage wings, singular or as a group.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

3. If an artist has a want/need to bring an individual on stage during a performance, the artist must make a written request to the OCFEC at least four hours before the artist's scheduled performance, identifying the individuals and explaining why those individuals require stage access.

4. OCFEC management, Security Manager or Entertainment Director will review the Stage Access Request and the OCFEC management, Security Manager or Entertainment Director will determine, in his or her discretion, whether to grant the requested access after considering all OCFEC safety protocols. While the OCFEC recognizes that stage invitations may be spontaneous, the OCFEC must be provided with prior written notice to ensure the safety of its employees and patrons.

5. This procedure will be added to all contracts as an attached addendum.

PROCEDURE FOR: Pacific Amphitheatre Back Stage Hospitality/Green Room Alcohol Consumption.

PPE (Personal Protective Equipment): None.

Purpose: To ensure alcohol service and consumption is consistent with the OCFEC's Master Concessionaire's liquor license rules and regulations.

Procedure: 0008

1. All alcohol service at the OCFEC must be through the OCFEC's Master Concessionaire at a cash or host bar, and staffed by trained OCFEC or Master Concessionaire employees.

2. Each individual that wants to purchase or consume alcohol in the Pacific Amphitheatre back stage area, including the hospitality room, must be wearing an OCFEC wristband. To obtain an OCFEC wristband, the individual must provide legal identification and verify that he or she is the legal drinking age (21 years or over). The individual must wear the OCFEC wristband on his or her right wrist. Artists and band members performing at the OCFEC that are over the legal drinking age (21 years or over) are not required to comply with the wrist band requirement under this policy.

3. Alcohol consumption in the Pacific Amphitheatre's back stage area will be restricted to the Green Room back of house area, as identified in the attached facility map.

4. OCFEC Security personnel will be appropriately posted to enforce the area procedure. "No Alcohol Beyond this Point" signs will be posted.

5. Artists and band members will be allowed to consume their own alcohol within the confines of their dressing room and the performance area.

6. This procedure will be added to all contracts as an attached addendum.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

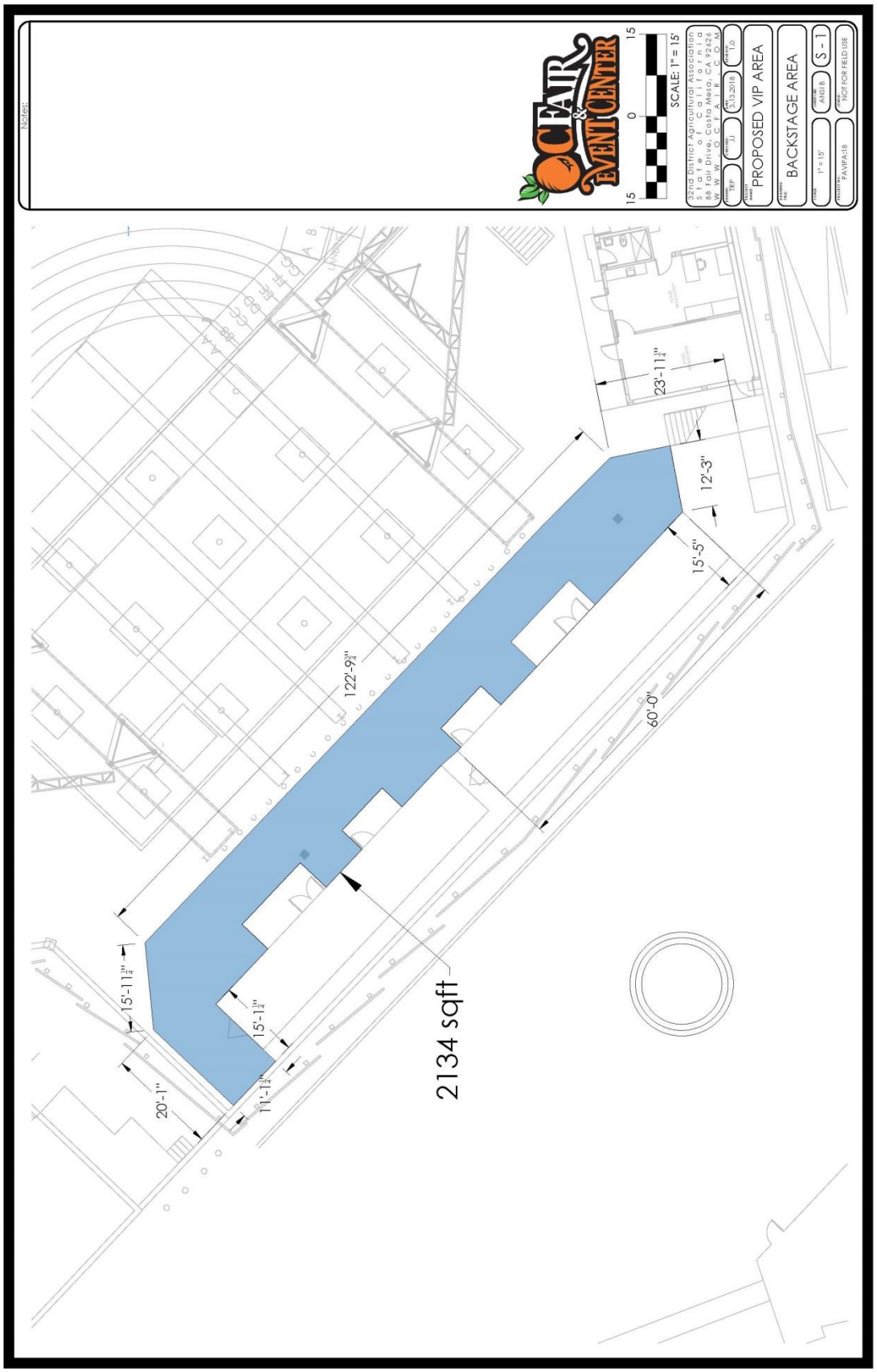


EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

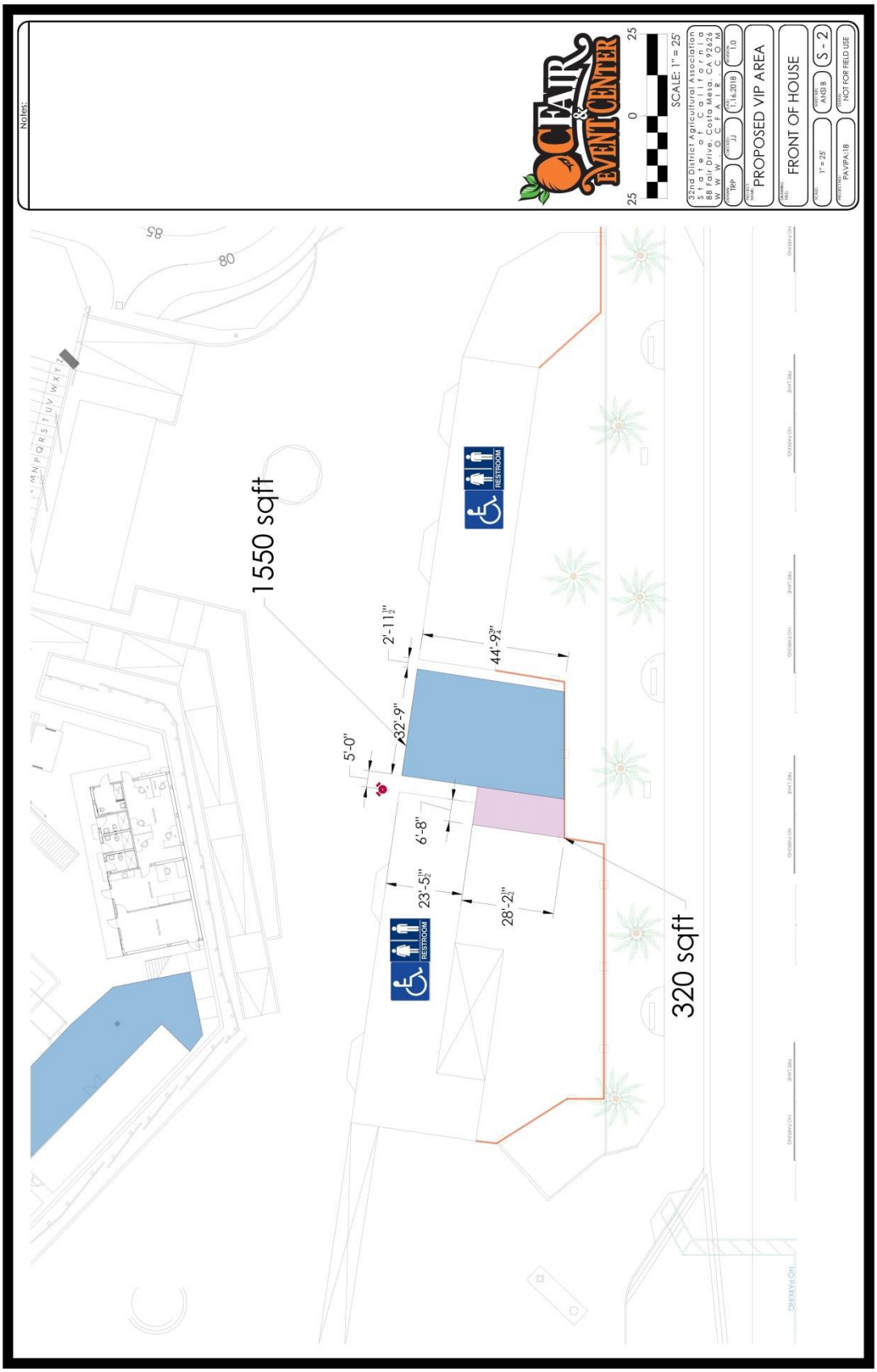


EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

PROCEDURE FOR: The use of Pacific Amphitheatre VIP area and Meet & Greets.

PPE (Personal Protective Equipment): None.

Purpose: To ensure alcohol service and consumption remains in accordance with Master Concessionaire's liquor license rules and regulation.

Procedure: 0009

1. Access to this area is restricted to VIPs, a list will be provided by the visiting Production Manager to OCFEC Pacific Amphitheater Security Manager and Director of Entertainment. (per attached layout)

2. OCFEC security will be posted at the entrance to the VIP area to verify customers' identification and check them off the list.

3. If customers checking in with security are not on the approved list OCFEC security will contact the visiting Production Manager who must physically come to the VIP area for the approval of a person being added to the list.

4. All alcohol service at the OCFEC must be through the OCFEC's Master Concessionaire at a cash or host bar, and staffed by trained OCFEC or Master Concessionaire employees.

5. Each individual that wants to purchase or consume alcohol in the Pacific Amphitheatre back stage area, including the hospitality room, must be wearing an OCFEC wristband. To obtain an OCFEC wristband, the individual must provide legal identification and verify that he or she is the legal drinking age (21 years or over). The individual must wear the OCFEC wristband on his or her right wrist. Artists and band members performing at the OCFEC that are over the legal drinking age (21 years or over) are not required to comply with the wrist band requirement under this policy.

    - Below are examples of Meet & Greets and VIP:

    a) Small (10 – 30 people) - meet & greet with performer(s), performer guests and Fair guests. Usually involves a photo op and sometimes a corresponding signing. Venue guests will queue at a pre-designated spot and meet with the performer one-by-one. Performer guests are generally taken first and often from a different line. Alcohol is not served but guests may purchase alcohol in the concourse. Small meet & greets can be in Orchestra pit/ramp area or other non-backstage area as appropriate or in VIP area.

    b) Medium (31 -49 people) - meet & greet with performer(s), performer guests and Fair guests. Some performers are more open to the M&G option and therefor more people could be in attendance. Same basic format as above. Alcohol is not served but guests may purchase alcohol in the concourse. Medium meet & greets can be in Orchestra pit/ramp area or other non-backstage area as appropriate or in VIP area.

    c) Large (50 – 100 people) "VIP" Upsell meet & greet – fans can purchase the experience either through the performer site, or they can be built into the ticket price. Generally involved a line-up like above but with a lot more people. Experience may also include merchandise and/or a sound check option. Alcohol is not served but guests can purchase alcohol in the concourse. Large meet & greets can be in Orchestra pit/ramp area or other non-backstage area as appropriate or in VIP area.

    d) Large (75 – 150 people) "VIP" meet & greet. This could be an upsell or just friends of the band. This is a gathering more than a funnel of people coming and going. There is typically alcohol involved and the duration is longer than a meet and greet. Depending on the nature of gathering, it could include merchandise or other benefits. These meet & greets will be in VIP area.

6. Meet and greets will be coordinated by the assigned OCFEC Event Coordinator, said coordinator will work with OCFEC Pac Amp security manager and staff. All guests will be on the lists provided.

7. All guests will be given a specific color meet and greet wristband, sticker or other distinguishable identification.

8. The event coordinator will ensure the guests are escorted in and out.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

9. This procedure will be added to all contracts as an attached addendum.

PROCEDURE FOR: Access to the Pacific Amphitheatre through Loading Ramp Security Checkpoint.

PPE (Personal Protective Equipment): None

Purpose: To ensure that all persons and vehicles accessing the Pacific Amphitheatre via the Loading Ramp located on the *West* or *3rd Base* side of the Pacific Amphitheatre are in possession of the appropriate credential, pass or identification card required for entry.

Procedure: 0011

1. Before and during the review of all required access credentials, passes or identification cards, OCFEC security staff shall assure that the Loading Ramp gate remains closed until all steps below are completed.

2. Upon arrival at the OCFEC Pacific Amphitheatre Loading Ramp Security Checkpoint, all guests, whether on foot or in a vehicle, must present to OCFEC security the appropriate credential, pass or identification card for inspection. If no credential, pass or identification card is presented, access will be denied.

3. OCFEC security staff shall contact and coordinate with the Pacific Amphitheatre Production Manager to assist any individual without an appropriate credential, pass or identification card that claims a need to access the Pacific Amphitheatre loading dock area for an authorized purpose. The Pacific Amphitheatre Production Manager must visually confirm the identity of the individual requesting access before granting that access.

4. If an individual presents an acceptable credential, pass or identification card for inspection, or if the Pacific Amphitheatre Production Manager or visiting Production Manager has approved access, the individual, along with his or her belongings, must pass a security inspection to prevent any dangerous, hazardous or other prohibited items from entering the venue. Security inspections include, but are not limited to: Bag or other personal item inspection, walk-thru metal detection devices, and additional hand-held metal detecting devices.

5. After the Pacific Amphitheatre Production Manager or visiting Production Manager has inspected the individual's credential, pass or identification card and approved entry, and after the individual has successfully passed through the Loading Ramp Security inspection checkpoint, that individual will be required to sign and date the Guest Log. **Additional information such as "who authorized entry" shall be confirmed and recorded if guest was not found to be on the pre-authorized guest list.*

6. After the individual has entered the venue on foot or in a vehicle via the Loading Ramp, OCFEC security staff will assure that the Loading Ramp gate is then re-secured to prevent unauthorized access.

7. This procedure will be added to all contracts as an attached addendum.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

ACKNOWLEDGEMENT FORM

NAME OF PROCEDURE(S):

0006 Visiting Production Management staff and their employees wearing identification in the Pacific Amphitheatre and back stage.

0007 Pacific Amphitheatre Stage use by artists/band members.

0008 Pacific Amphitheatre Back Stage Hospitality/Green Room Alcohol Consumption.

0009 The use of Pacific Amphitheatre VIP area and Meet & Greets.

0011 Access to the Pacific Amphitheatre through Loading Ramp Security Checkpoint.

Date trained:_____ Initial:_____

I _____ have read, understand and will follow the above procedure(s).

Signature:_____

-End Exhibit G-

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

V06042020

1. **SCOPE**
As a result of the worldwide COVID-19 pandemic, the 32nd District Agricultural Association (OCFEC) implemented numerous essential protocols and procedures to protect OCFEC staff, renters, event promoter/producer employees, exhibitors, vendors, contractors, subcontractors, volunteers and members of the public. These protocols and procedures do not supersede or replace any existing orders issued by local governments, the State of California or the Federal Government. The protocol and procedure guidelines (COVID-19 Guidelines) apply equally to all organizations and persons doing business on OCFEC property, both public and private, and all event types, commercial, trade or other, hosted at the OCFEC.

2. **SICK, ELDERLY AND VULNERABLE PERSONS**
Anyone who feels sick should remain at home. In addition, high-risk persons who are over 65 years of age, or anyone with chronic illness or underlying medical conditions, should continue to follow recommendations to stay at home and limit public interaction.

3. **PHYSICAL DISTANCING IN THE WORKPLACE**
Physical distancing of a minimum of six (6) feet should be maintained between customer-facing employees and the general public, and – to the extent practical – between employees in the field or at employee workstations. Where isolation of employees in the field or at employee workstations is impractical, face coverings must be worn without exception.

4. **HANDWASHING, PERSONAL PROTECTIVE EQUIPMENT, AND TESTING**
Renters, event promoters, event producers, exhibitors, vendors, and their respective contractors, subcontractors and volunteers (collectively, “Business Partners”) conducting business at the OCFEC must require all customer-facing employees to either wash their hands or use hand sanitizer every thirty minutes, or wear disposable gloves which are to be changed as frequently as specified by guidelines established for each applicable job assignment. Face coverings must be provided to all employees.

Before starting a shift, all OCFEC employees and all Business Partner employees, must have their temperatures taken and documented, and individual(s) will not be permitted to remain at work if the temperature reading exceeds 100.4 degrees (°) Fahrenheit. Affected individual(s) may only return to work after registering and documenting their temperature reading below 100.4° Fahrenheit for seventy-two (72) consecutive hours.

All OCFEC event attendees, before entering OCFEC premises, must have their temperatures taken and documented. Any OCFEC event attendee with a temperature reading above 100.4° Fahrenheit will not be permitted to attend the event and will be required to immediately leave the OCFEC premises. Paid admission/parking fee refunds will be subject to processing schedule.

All competitive professional and amateur sports participants, including youth sports participants, must be tested for COVID-19 at least one (1) week before the date of the scheduled competition, and will not be permitted to compete if the intended participant tests positive for COVID-19. If the intended participant tests positive for COVID-19, he/she will not be allowed to participate in any activities at the OCFEC until after (i) receiving a negative result on a subsequent COVID-19 test and (ii) satisfying the specified 14-day (or otherwise governmentally specified) COVID-19 quarantine period.

OCFEC Business Partners should make every effort to limit physical touch points at their respective places of business, including at the OCFEC. All OCFEC event promoters must significantly increase frequency of sanitation and disinfection measures at all workstations and equipment that come into contact with OCFEC employees and the general public. All OCFEC Business Partners must assess and identify the frequency of necessary sanitation and disinfection practices, and will review and agree upon a sanitation and disinfection schedule with the OCFEC.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

Face coverings and disposable gloves must be worn by all OCFEC Business Partner customer-facing employees. All OCFEC event attendees and visitors must wear appropriate face coverings. Physical barriers, if available, are preferred but not required as the general public will make the personal decision of whether to attend an event at the OCFEC and/or patronize an OCFEC Business Partner. For the benefit of the public, OCFEC employees and Business Partner employees, handwashing or hand sanitizing should be done as soon as possible following the handling of materials that come in contact with the general public.

5. **EVENT ATTENDANCE LIMITATIONS**

Attendance at all OCFEC events, including all move-in and move-out activities, must be limited at any given time, to no more than the current maximum attendance levels permitted by all applicable local and state orders or laws.

OCFEC Business Partners must establish and actively enforce measures to monitor and ensure attendance limitation compliance. If an OFCEC Business Partner fails to comply with event attendance limitations, the OCFEC in its sole and absolute discretion may cancel the event without notice and refer the matter to local law enforcement.

6. **OCFEC BUSINESS PARTNER COMPLIANCE**

OCFEC Business Partners shall make every effort to assure compliance with COVID-19 related mitigation requirements. If an OCFEC Business Partner fails to comply with these COVID-19 Guidelines, the OCFEC in its sole and absolute discretion may close non-compliant event spaces, exhibitor spaces or other such rental spaces, or may cancel the event without notice and refer the matter to local law enforcement.

7. **COVID-19 RELEASE AND WAIVER OF LIABILITY**

As consideration for being permitted to conduct event activities at the OCFEC, OCFEC Business Partners must acknowledge and agree to all COVID-19 Pandemic and related governmental orders, directives and guidelines, and forever release the 32nd District Agricultural Association, the State, California Fair Services Authority ("CFSA"), the County, the Lessor, and any fair affiliated organization, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner's employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner's participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.

8. **EVENT ORGANIZATION PROTOCOLS**

Each OCFEC Business Partner must submit event organization-specific COVID-19 related infection mitigation protocols and procedures for OCFEC review and approval no later thirty (30) days before the event's scheduled move-in date. The OCFEC reserves the right to reject any protocols and procedures that are in conflict with, or are less stringent than, the COVID-19 Guidelines. If the OCFEC rejects the OCFEC Business Partner's COVID-19 related infection mitigation protocols and procedures, the OCFEC Business Partner must resubmit revised infection mitigation protocols and procedures for review no less than fifteen (15) days before the event's scheduled move-in date. If OCFEC Business Partner fails to submit the COVID-19 related infection mitigation protocols and procedures on time, the OCFEC in its sole and absolute discretion may terminate the agreement and cancel the event without notice.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

9. **FURTHER ACTION AS NECESSARY**

The OCFEC reserves the right to modify these COVID-19 Guidelines as circumstances warrant. Specifically, the OCFEC recognizes that additional restrictions not reflected in these guidelines may be necessary to address the health and safety of certain populations depending upon their age or underlying health concerns, or otherwise to address medical issues as they arise.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

I HAVE CAREFULLY READ THIS AGREEMENT EXHIBIT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A CONTRACTUAL AGREEMENT BETWEEN MYSELF AND THE 32ND DISTRICT AGRICULTURAL ASSOCIATION, THE STATE, CFSA, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed on _____, 20____.

OCFEC BUSINESS PARTNER:

_____
Signature

_____
Address

_____
City State ZIP

-End Exhibit F-

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev. 03/2019)

R_____ A_____ F_____

AGREEMENT NUMBER
SA-060-21HB

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
MUSIC ZIRCONIA TALENT, LLC F/S/O SUBSTANCE

2. The term of this Agreement is: **07/30/21** through **07/30/21** **FED ID:**

3. The maximum amount of this Agreement is: **$1,000.00**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work **– To provide "Substance" in The Hangar on Friday, July 30 at the 2021 OC Fair. See Page 2 for additional details.**	Pages 1 – 4
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 5
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 6 – 9
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 10 – 13
Exhibit E – Hangar House Rider (Insurance Requirements) (Attached hereto as part of this agreement)	Pages 14 – 18
Exhibit F – Covid-19 Infection Mitigation Protocol & Procedure (Attached hereto as part of this agreement)	Pages 19 – 21

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
MUSIC ZIRCONIA TALENT, LLC F/S/O SUBSTANCE

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Michael Twombly, Owner

CONTRACTOR BUSINESS ADDRESS
5595 Magnatron Blvd. Ste A, San Diego CA 92111
(858) 598-7311 michael@musiczirconia.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Michele Richards, Chief Executive Officer or
Joan Hamill, Chief Business Development Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACT REPRESENTATIVES:

32nd District Agriculture Association
Name: Jeff Willson
Title: Entertainment Supervisor
Phone number: (714) 708-1878

Music Zirconia
Name: Michael Twombly
Title: Owner
Phone number: (858) 598-7311

CONTRACTOR AGREES:

Performance

1. To provide the performance group, "Substance," a tribute to New Order, on Friday, July 30, 2021.

2. To perform two (2) shows approximately 55 - 65 minutes in length on The Hangar stage beginning at 4:30 p.m. and 8:30 p.m. in support of "Arena." This show will be sold initially at less than 30% capacity for the venue. Additional seating maybe added upon approval of the Orange County Department of Health and at the discretion of the District.

Radius

1. The Hangar at The OC Fair has market exclusivity for this performance. No performance or advertising is allowed for events within a 50 mile radius (Southern Los Angeles, Inland Empire and Orange County) for 60 days prior to the performance date.

Press / Media

1. To refer to the performance venue as "The Hangar at the OC Fair" in all advertising and/or communications including, but not limited to, email, websites, social media outlets and print schedules.
2. To provide biographical, press release information, and current performer imagery as necessary.
3. To make band members available for media and/or promotional opportunities (see Exhibit E).
4. To promote this contracted event via Contractor email and mobile (if available) database(s), and web site.
5. All requests for press inclusion (written, photography, videography) at this performance event must be submitted to, and approved by, the OC Fair Communications Department.

Operations / Production

1. Advance performance with Doug Sturgis, the venue Production Manager, at doug@rkde.net.
2. The Hangar stage will be used by community performers during the day, in advance of this contracted performance. The stage will be clear and the venue vacated a minimum of three (3) hours in advance of the performance for load in, sound check and audience load in. It is imperative that Contractor arrive on time and prepared to facilitate load in and sound check during this short window of time.
3. Doors for the event are at approximately 60 minutes prior to the performance start time.
4. This contract is predicated on the fact that Contractor will be using in-house production as is. Any additional production expense will be financial responsibility of the Contractor. This includes, but is not limited to, backline, transportation of any kind, additional risers, musicians or extra talent, hotel accommodations, pyrotechnics, video, etc. (see Exhibit E).

Contractor Rider

1. The venue Production Manager will review any Contractor rider and attempt to make accommodations if possible, however the venue rider for The Hangar is incorporated into this contract and supersedes Contractor rider.

EXHIBIT A – SCOPE OF WORK (CONT.)

Merchandise

1. Contractor sells: District agrees to waive merchandise split.
2. Contractor must provide notification of merchandise sales a minimum of three days prior to the contracted date. Without this notification, there is no guarantee that merchandise tables, chairs, etc., will be provided.

Video Recording

1. Video recording of performances will only be allowed using simple hand-held devices such as cell phones. Tripods, high-resolution video cameras, multiple-camera recording positions, and other devices, for the purposes of this contract known as "professional video recording," will only be allowed with the permission of the OC Fair Entertainment Department. An origination fee of TWO HUNDRED FIFTY DOLLARS ($250.00) is required in order to receive permission to enlist professional video recording services or video equipment.
2. In cases where professional services are permitted, placement of any/all equipment is at the discretion of the venue Production Manager and may not, under any circumstances, interfere with the experience of customers at the event.
3. Contractor may order a live video feed recording of the performance captured by the District for a fee of TWO HUNDRED FIFTY DOLLARS ($250.00), requested through the OC Fair Entertainment Department. Such recordings will be provided to Contractor on a hard drive once payment is received (check or money order only). Contractor agrees to grant OC Fair the right to use recordings in whole or in part for promotional purposes.
4. If Contractor wishes to seek professional video recording services and to secure a live video recording from the District, a fee of THREE HUNDRED FIFTY DOLLARS ($350.00) is required.

Insurance

1. It is understood that this event includes the contracted performer only, and that there is no direct audience participation. If audience participation is to be included, the proper insurance must be arranged through OC Fair & Events Center Business Services.

Ticketing:

1. The District may, at its discretion, offer group discounts up to 20%.
2. The District may, at its discretion, offer two-for-one tickets to its season ticket holders
3. The District may, at its discretion, offer discounts of up to 50% to the public through its ticket service provider.
4. The District may, at its discretion, offer discounts of up to 50% to the public through internet distribution services such as, but not limited to, Groupon, Goldstar, Living Social, etc.

Other

1. The District reserves the right to terminate any contract, at any time, by giving the Contractor notice in writing at least thirty (30) days prior to the date when such terminations shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

EXHIBIT A – SCOPE OF WORK (CONT.)

2. The District's obligations are subject to Act of God, violent storms, riots, wars, labor difficulties, epidemics, and act or order by any public authority of any cause similar or dissimilar beyond the District's control, or in the event of the destruction of the Hangar or adjoining areas of the Fairgrounds by violent weather, fire, or national or local calamity or any unforeseen fulfillment of this Agreement by the District impossible and appearances of the Contractor impossible. If such an occurrence shall occur necessitating the cancellation of any show(s) which shall be mutually agreed upon between the District and the Contractor, then the Contractor shall be paid on a prorated basis for shows(s) performed. When one (1) show only is presented and condition(s) beyond the control of the Contractor and District which would prevent the start of the show at the scheduled time it is mutually agreed that the show can be delayed a maximum of 90 minutes to correct such condition and to present herein.

DISTRICT AGREES:

Payment

1. To pay Contractor a total sum not to exceed ONE THOUSAND DOLLARS ($1,000.00) upon satisfactory completion of work herein required. Payment will be made NET 10 and delivered via US Mail.

Operations / Production

1. To provide The Hangar stage, lights and sound. Backline is not included (see Exhibit E).
2. To provide box office, ticket takers, security, usher staff and concessions.

Accommodations

1. To provide a 10' X 20' dressing room trailer in the backstage area.
2. To provide a deli style meal, bottled water and soft drinks for eight band members, crew and management. Any catering beyond these parameters will be at the sole expense of the Artist (see Exhibit E).

Credentials

1. To provide complimentary parking and admission for band members, crew and management only.
2. To provide twenty (20) complimentary performance tickets upon request. Please request through venue Production Manager at hangarproduction@ocfair.com. Guest tickets include free admission to the OC Fair and the performance event, but do not include parking.

Event Marketing

1. To provide marketing, advertising and promotion as part of the 2021 OC Fair collateral material.

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5770-70

PAYMENT PROVISIONS:

To pay Contractor a total sum not to exceed ONE THOUSAND DOLLARS ($1,000.00) upon satisfactory completion of work herein required. Payment will be made NET 10 and delivered via US Mail.

Payment will be made by 32nd District Agricultural Association, State of California-issued check. As an agency of the State of California, the venue is not permitted to provide performance deposits in advance of the performance date.

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Friday, July 30, 2021, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL:**
   This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
   No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
   Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
   Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
   The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR*:***
   Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:
During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:
Time is of the essence in this Agreement.

13. COMPENSATION:
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:
The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:

For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:

If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE BASED OFF THE SCOPE OF WORK)

CCC-04/2017 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS:
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST:
Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Current State Employees (Pub. Contract Code §10410):
1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):
1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE:
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

6. **RESOLUTION:**
   A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. **AIR OR WATER POLLUTION VIOLATION:**
   Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. **PAYEE DATA RECORD FORM STD. 204:**
   This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES
Performer, Artist, and Contractor (hereinafter referred to as "Contractor") shall adhere to all starting and ending times as indicated in this Agreement.

CURFEW
There is a strict 10:30 p.m. curfew in effect unless an extension of curfew is approved by the 32nd District Agricultural Association (hereinafter referred to as "District") prior to the performance. If this curfew is not adhered to, Contractor shall be liable and subject to litigation and fines by the State of California for breach of contract. These fines shall be one thousand dollars ($1,000.00) per minute for the first five (5) minutes and an additional ten thousand dollars ($10,000.00) for any period thereafter.

PAYMENT
Contractor shall be paid by District check upon completion of performance. There shall be no cash payments and no check cashing shall be authorized. Contractors who are non-residents of California will be subject to State withholding by the Franchise Tax Board at a rate of seven percent (7%) unless a Form 590 has been completed and returned to the District.

PUBLIC ACCESS TO FACILITY
The facility will be open to the public approximately 60 minutes prior to the start of the show. There shall be no exceptions to this stated time. This requirement is necessary to meet safety and crowd control procedures set by the State of California Fire Marshal and the Orange County Sheriff's Department.

DECIBEL LEVEL
Sound pressure levels must not exceed:

1. 85 dB, no weighting, averaged over a 5-minute period at directly backstage. Random readings will be taken throughout sound check and performance.
2. 95 dB, no weighting, averaged over a 5-minute period at FOH.
3. 55 dB, LEQ average in surrounding neighborhoods (distance is typically 1,000 feet or more from the Hangar FOH location).
4. If any one (1) of the above conditions is exceeded, regardless of compliance in the remaining areas, Contractor will be asked to reduce levels to comply.

House sound will include stage monitors. District Agrees to use Contractor's monitor system, at Contractor's request, at no additional cost to the District.

Contractor shall be bound by the sound covenant and shall at all times during any pre-concert sound checks and the concert operate within the sound restrictions. Contractor agrees that upon discovery or notification of any occurrence of sound level exceedance by either the District, or a designated sound monitor or other designee, Contractor shall immediately adjust the sound level to come into compliance with sound level specifications. If repeated sound level violations occur within concert performance after such notification, Contractor agrees to immediately terminate the concert.

In addition to the above terms, Contractor agrees that the District, in exercise of its discretion and judgment, retains all rights to adjust the sound level or terminate the concert performance as it may deem necessary to ensure compliance with the sound restrictions.

MEDIA - WEBSITE
The District requires that the Contractor place specific information about the contracted event at the OC Fair on its website. Information should include the entertainer's name, date, time of performance(s) at the OC Fair, and a web link to OC Fair website (www.ocfair.com).

MEDIA - INTERVIEW
The District also requests that the Contractor consent to at least one (1), fifteen (15)-minute promotional interview with a local radio station in advance of their performance at the OC Fair. Radio station to be selected by the District.

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

MEDIA - VIDEO
Local affiliates of national television networks, upon issuance of proper District press credentials and approval of Contractor's representative, shall be allowed to videotape up to three (3) minutes of performance for news purposes only. The District actively discourages all non-legitimate videotaping activity.

MEDIA - STILL PHOTOGRAPHY
Representatives of legitimate press organizations, upon issuance of proper District press credentials, shall be allowed to photograph a portion of the performance for review purposes only. The District actively discourages all non-legitimate use of still photography.

MEET & GREETS
The District requests that the Contractor participate in a pre-performance or post-performance meet & greet as arranged by the venue.

PRODUCTION
This contract is predicated on the fact that Contractor will be using in-house production as is. The District will provide The Hangar stage, lights and sound. Backline is not included. Approximately two (2) hours are allotted to set the stage and perform soundcheck.

Any additional gear required will be at the sole expense of the Contractor. This includes but is not limited to: backline, transportation, additional riser(s), musicians or additional talent, pyrotechnics, etc. Any labor required to strike and restore changes to existing truss system is at the sole expense of the Contractor.

The Contractor is welcome to bring additional production equipment, such as monitor systems, FOH console(s), lighting console(s), and additional lighting fixtures to be added to the pre-existing truss system. The cost of setting up additional equipment is the sole responsibility of the Contractor.

If seats are killed as a result of any gear that is brought in specifically for a Hangar performance, the Contractor will be charged back the face value of the killed seats plus any refund amount required to relocate guests who have purchased seats the must be killed.

SOUND AND LIGHTS
Contractor agrees to use District-provided industry standard sound and lighting equipment. Any other expense for gear and associated labor to install, strike or cause any other expense is at the sole cost of the Contractor.

RENTAL EQUIPMENT
The District may provide, but will not be responsible for payment of rental equipment, unless otherwise specifically stated in this Agreement.

HOSPITALITY
The District may provide meal service, when contracted, chosen from a District-determined menu. District will use Contractor's contract rider as a guide, but will be the final determiner of the meal that is served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e., tour bus food service) may be requested by the Contractor at the Contractor's expense from the on-site caterer. The District will not provide alcohol, tobacco, vape and cannabis products, nor will runners be available to secure these items. The OC Fair is a smoke-free event and the use of tobacco, vape and cannabis therein is strictly forbidden.

SPONSORSHIPS
The District's sponsorships will take precedence over Contractor's sponsorships. Contractors who have a sponsor will receive one-half (1/2) the number of signs, posters, impressions compared to the number of the District's sponsor. Contractor's sponsorship signage may be used only with District Management's approval. The District's CEO and sponsorship manager shall be notified prior to the signing of this Agreement of any potential conflicts related to sponsors. Contractors shall not receive any revenues from District sponsorships.

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

The Hangar is eligible for two (2) sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Hangar.

FORCE MAJEURE CLAUSE

The District's obligations are subject to Act of God, violent storms, riots, wars, labor difficulties, epidemics, and act or order by any public authority of any cause similar or dissimilar beyond the District's control, or in the event of the destruction of the Hangar or adjoining areas of the Fairgrounds by violent weather, fire, or national or local calamity or any unforeseen fulfillment of this Agreement by the District impossible and appearances of the Contractor impossible. If such an occurrence shall occur necessitating the cancellation of any show(s) which shall be mutually agreed upon between the District and the Contractor, then the Contractor shall be paid on a prorated basis for shows(s) performed. When one (1) show only is presented and condition(s) beyond the control of the Contractor and District which would prevent the start of the show at the scheduled time it is mutually agreed that the show can be delayed a maximum of 90 minutes to correct such condition and to present herein.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers' Compensation Insurance for its employees as required by law. Prior to date of performance, all performers shall submit to the District proof of valid Workers' Compensation Insurance coverage for all of their employees, unless performer has certified on Payee Data Record – STD. 204, that he/she is a sole proprietor and has no employees. It is mutually agreed that the District is relying upon the Contractor's specific representation and warranty that it has the proper Workers Compensation Insurance and that the Contractor will indemnify and hold harmless the District in the event it did not have the insurance.

Contractor further certifies that by signing this Agreement, Contractor will comply with such provisions under Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code immediately upon hiring any employee and before commencing the performance of this Agreement.

INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, and employees from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents).

COPYRIGHT INFRINGEMENT INDEMNIFICATION

Contractor warrants and represents that no musical, literary, or artistic work or other property protected by copyright will be performed, reproduced or used in the performance of this Agreement unless Contractor has previously thereto obtained written permission from the copyright holder or is otherwise exempt under 17 U.S.C. §§110:

"notwithstanding the provisions of Section 106, the following are not infringements of copyright:…

(6) performance of a nondramatic musical work by a governmental body or a nonprofit agricultural or horticultural organization, in the course of an annual agricultural or horticultural fair or exhibition conducted by such body or organization; the exemption provided by this clause shall extend to any liability for copyright infringement that would otherwise be imposed on such body or organization, under doctrines of vicarious liability or related infringement for a performance by a concessionaire, business establishment, or other person at such fair or exhibition, but shall not excuse any such person from liability for the performance."

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

Contractor acknowledges that Contractor acts under this Agreement as an independent contractor charged with the responsibility, in Contractor's sole discretion, for selection, performance, reproduction and use of such musical, literary and artistic works as contractor deems appropriate and that Contractor undertakes strict compliance with all laws respecting copyrights and the performance, reproduction and use of musical, literary and artistic works.

Contractor warrants that in the performance of this Agreement, Contractor will not infringe any statutory, common law or other right of any person in performing, reproducing or otherwise making use of any work or material. Contractor will indemnify, save and hold harmless the State and its agencies, including District, and their officers, agents, employees and servants from and against all claims, costs, and expenses (including legal fees), demands, actions and liability of every kind and character whatsoever with respect to copyright and the performance, reproduction and use of musical, literary and artistic works. Contractor authorizes the withholding of payment under this Agreement pending the final disposition of any claim which may result from the foregoing indemnification.

MISCELLANEOUS

The performance may be emceed by (i.e. "welcomed by") a local market radio station personality. In no way shall this be considered a "co-promotion" or "presented by" situation. Contractor shall be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall provide to the District any and all available materials, specifically to include biographical information, photographs, audio and/or video tapes (beta only) for District's use in promotional, collateral and advertising material for this event/performance.

All promotional, collateral and advertising material for the event will be developed and approved by the District. This material will be executed in a festival-style approach. All Contractor names including spelling, capitalization, and addendums must be designated in contracts. Changes cannot be made after the contract has been finalized.

Contractor will not have prior approval of any Fair-related promotional or advertising material. All Contractor guidelines must be outlined in contracts and will be incorporated as indicated.

No preferential changes of images provided by Contractor's management or publicity agents will be permitted unless provided image is no longer valid due to personnel changes.

CONTRACTOR COMPLIMENTARY TICKETS

The District will provide the Contractor with a reasonable number of complimentary concert tickets. The amount will be negotiated at the point of booking and any tickets past that amount must be purchased by the Contractor. Should the show carry a co-headliner, support or an opening act, that number will be reduced proportionately. Contractor's guests will be subject to a parking charge at the event. If available, the Contractor may purchase additional tickets through the OC Fair box office.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

PROFANE OR OBSCENE LANGUAGE

This is a State of California facility and all performances will be viewed by adults and children alike. The use of profane or obscene language or gestures will not be tolerated. Any display of such language or gestures by any contracted performer, their crew, or their representatives or associates while in the view or earshot of any Fair guest will be a finable offense subject to ONE THOUSAND DOLLARS ($1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

OFFENSIVE OR POLITICAL STATEMENTS OR PROPS

The display of offensive, political or controversial statements, slogans, flags (specifically the Confederate flag) or emblems as part of branding or decoration will not be tolerated. Any display by any contracted performer, their crew, or their representatives or associates while in the view of any Fair guest will be a finable offense subject to ONE THOUSAND DOLLARS ($1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.

CONFLICT OF LAWS OR TERMS

It is expressly understood and agreed that this Agreement shall be governed by the laws of the State of California both substantive and procedural. In the case of conflict between the District/State Documents and Contractor's Documents, the District/State Documents shall prevail if the parties can not mutually agree upon a resolution of the conflict.

CONTRACTOR'S POWER AND AUTHORITY

Contractor or Contractor's designee as signatory to this Agreement is empowered and has the authority to enter into this Agreement and bind Contractor to the terms and conditions contained herein. If the Contractor is not signing and contracting in own name to perform the entertainment services, then whatever business entity is signing and contracting to provide the services of the Contractor shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation "F/S/O" (for the services of) and immediately followed by the name of the performing Contractor on the preprinted blank line on the first page.

-End Exhibit E-

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

V06042020

1. **SCOPE**
As a result of the worldwide COVID-19 pandemic, the 32nd District Agricultural Association (OCFEC) implemented numerous essential protocols and procedures to protect OCFEC staff, renters, event promoter/producer employees, exhibitors, vendors, contractors, subcontractors, volunteers and members of the public. These protocols and procedures do not supersede or replace any existing orders issued by local governments, the State of California or the Federal Government. The protocol and procedure guidelines (COVID-19 Guidelines) apply equally to all organizations and persons doing business on OCFEC property, both public and private, and all event types, commercial, trade or other, hosted at the OCFEC.

2. **SICK, ELDERLY AND VULNERABLE PERSONS**
Anyone who feels sick should remain at home. In addition, high-risk persons who are over 65 years of age, or anyone with chronic illness or underlying medical conditions, should continue to follow recommendations to stay at home and limit public interaction.

3. **PHYSICAL DISTANCING IN THE WORKPLACE**
Physical distancing of a minimum of six (6) feet should be maintained between customer-facing employees and the general public, and – to the extent practical – between employees in the field or at employee workstations. Where isolation of employees in the field or at employee workstations is impractical, face coverings must be worn without exception.

4. **HANDWASHING, PERSONAL PROTECTIVE EQUIPMENT, AND TESTING**
Renters, event promoters, event producers, exhibitors, vendors, and their respective contractors, subcontractors and volunteers (collectively, “Business Partners”) conducting business at the OCFEC must require all customer-facing employees to either wash their hands or use hand sanitizer every thirty minutes, or wear disposable gloves which are to be changed as frequently as specified by guidelines established for each applicable job assignment. Face coverings must be provided to all employees.

Before starting a shift, all OCFEC employees and all Business Partner employees, must have their temperatures taken and documented, and individual(s) will not be permitted to remain at work if the temperature reading exceeds 100.4 degrees (°) Fahrenheit. Affected individual(s) may only return to work after registering and documenting their temperature reading below 100.4° Fahrenheit for seventy-two (72) consecutive hours.

All OCFEC event attendees, before entering OCFEC premises, must have their temperatures taken and documented. Any OCFEC event attendee with a temperature reading above 100.4° Fahrenheit will not be permitted to attend the event and will be required to immediately leave the OCFEC premises. Paid admission/parking fee refunds will be subject to processing schedule.

All competitive professional and amateur sports participants, including youth sports participants, must be tested for COVID-19 at least one (1) week before the date of the scheduled competition, and will not be permitted to compete if the intended participant tests positive for COVID-19. If the intended participant tests positive for COVID-19, he/she will not be allowed to participate in any activities at the OCFEC until after (i) receiving a negative result on a subsequent COVID-19 test and (ii) satisfying the specified 14-day (or otherwise governmentally specified) COVID-19 quarantine period.

OCFEC Business Partners should make every effort to limit physical touch points at their respective places of business, including at the OCFEC. All OCFEC event promoters must significantly increase frequency of sanitation and disinfection measures at all workstations and equipment that come into contact with OCFEC employees and the general public. All OCFEC Business Partners must assess and identify the frequency of necessary sanitation and disinfection practices, and will review and agree upon a sanitation and disinfection schedule with the OCFEC.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

Face coverings and disposable gloves must be worn by all OCFEC Business Partner customer-facing employees. All OCFEC event attendees and visitors must wear appropriate face coverings. Physical barriers, if available, are preferred but not required as the general public will make the personal decision of whether to attend an event at the OCFEC and/or patronize an OCFEC Business Partner. For the benefit of the public, OCFEC employees and Business Partner employees, handwashing or hand sanitizing should be done as soon as possible following the handling of materials that come in contact with the general public.

5. **EVENT ATTENDANCE LIMITATIONS**

Attendance at all OCFEC events, including all move-in and move-out activities, must be limited at any given time, to no more than the current maximum attendance levels permitted by all applicable local and state orders or laws.

OCFEC Business Partners must establish and actively enforce measures to monitor and ensure attendance limitation compliance. If an OFCEC Business Partner fails to comply with event attendance limitations, the OCFEC in its sole and absolute discretion may cancel the event without notice and refer the matter to local law enforcement.

6. **OCFEC BUSINESS PARTNER COMPLIANCE**

OCFEC Business Partners shall make every effort to assure compliance with COVID-19 related mitigation requirements. If an OCFEC Business Partner fails to comply with these COVID-19 Guidelines, the OCFEC in its sole and absolute discretion may close non-compliant event spaces, exhibitor spaces or other such rental spaces, or may cancel the event without notice and refer the matter to local law enforcement.

7. **COVID-19 RELEASE AND WAIVER OF LIABILITY**

As consideration for being permitted to conduct event activities at the OCFEC, OCFEC Business Partners must acknowledge and agree to all COVID-19 Pandemic and related governmental orders, directives and guidelines, and forever release the 32nd District Agricultural Association, the State, California Fair Services Authority ("CFSA"), the County, the Lessor, and any fair affiliated organization, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner's employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner's participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.

8. **EVENT ORGANIZATION PROTOCOLS**

Each OCFEC Business Partner must submit event organization-specific COVID-19 related infection mitigation protocols and procedures for OCFEC review and approval no later thirty (30) days before the event's scheduled move-in date. The OCFEC reserves the right to reject any protocols and procedures that are in conflict with, or are less stringent than, the COVID-19 Guidelines. If the OCFEC rejects the OCFEC Business Partner's COVID-19 related infection mitigation protocols and procedures, the OCFEC Business Partner must resubmit revised infection mitigation protocols and procedures for review no less than fifteen (15) days before the event's scheduled move-in date. If OCFEC Business Partner fails to submit the COVID-19 related infection mitigation protocols and procedures on time, the OCFEC in its sole and absolute discretion may terminate the agreement and cancel the event without notice.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

9. **FURTHER ACTION AS NECESSARY**

The OCFEC reserves the right to modify these COVID-19 Guidelines as circumstances warrant. Specifically, the OCFEC recognizes that additional restrictions not reflected in these guidelines may be necessary to address the health and safety of certain populations depending upon their age or underlying health concerns, or otherwise to address medical issues as they arise.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

I HAVE CAREFULLY READ THIS AGREEMENT EXHIBIT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A CONTRACTUAL AGREEMENT BETWEEN MYSELF AND THE 32ND DISTRICT AGRICULTURAL ASSOCIATION, THE STATE, CFSA, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed on _____, 20____.

OCFEC BUSINESS PARTNER:

_____
Signature

_____
Address

_____
City State ZIP

-End Exhibit F-

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev. 03/2019)

R_____ A_____ F_____

AGREEMENT NUMBER
SA-061-21HB

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
MUSIC ZIRCONIA TALENT, LLC F/S/O NO DUH

2. The term of this Agreement is: **07/31/21** through **07/31/21** **FED ID:**

3. The maximum amount of this Agreement is: **$2,500.00**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work **– To provide "No Duh" in The Hangar on Saturday, July 31 at the 2021 OC Fair. See Page 2 for additional details.**	Pages 1 – 4
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 5
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 6 – 9
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 10 – 13
Exhibit E – Hangar House Rider (Insurance Requirements) (Attached hereto as part of this agreement)	Pages 14 – 18
Exhibit F – Covid-19 Infection Mitigation Protocol & Procedure (Attached hereto as part of this agreement)	Pages 19 – 21

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
MUSIC ZIRCONIA TALENT, LLC F/S/O NO DUH

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Michael Twombly, Owner

CONTRACTOR BUSINESS ADDRESS
5595 Magnatron Blvd. Ste A, San Diego CA 92111
(858) 598-7311 michael@musiczirconia.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Michele Richards, Chief Executive Officer or
Joan Hamill, Chief Business Development Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACT REPRESENTATIVES:

32nd District Agriculture Association
Name: Jeff Willson
Title: Entertainment Supervisor
Phone number: (714) 708-1878

Music Zirconia
Name: Michael Twombly
Title: Owner
Phone number: (858) 598-7311

CONTRACTOR AGREES:

Performance

1. To provide the performance group, "No Duh," a tribute to No Doubt, on Saturday, July 31, 2021.
2. To perform two (2) shows approximately 55 - 65 minutes in length on The Hangar stage beginning at 4:30 p.m. and 8:30 p.m. with "Red Not Chili Peppers" as support.

Radius

1. The Hangar at The OC Fair has market exclusivity for this performance. No performance or advertising is allowed for events within a 30 mile radius (Southern Los Angeles, Inland Empire and Orange County) for 60 days prior to the performance date.

Press / Media

1. To refer to the performance venue as "The Hangar at the OC Fair" in all advertising and/or communications including, but not limited to, email, websites, social media outlets and print schedules.
2. To provide biographical, press release information, and current performer imagery as necessary.
3. To make band members available for media and/or promotional opportunities (see Exhibit E).
4. To promote this contracted event via Contractor email and mobile (if available) database(s), and web site.
5. All requests for press inclusion (written, photography, videography) at this performance event must be submitted to, and approved by, the OC Fair Communications Department.

Operations / Production

1. Advance performance with Doug Sturgis, the venue Production Manager, at doug@rkde.net.
2. The Hangar stage will be used by community performers during the day, in advance of this contracted performance. The stage will be clear and the venue vacated a minimum of three (3) hours in advance of the performance for load in, sound check and audience load in. It is imperative that Contractor arrive on time and prepared to facilitate load in and sound check during this short window of time.
3. Doors for the event are at approximately 60 minutes prior to the performance start time.
4. This contract is predicated on the fact that Contractor will be using in-house production as is. Any additional production expense will be financial responsibility of the Contractor. This includes, but is not limited to, backline, transportation of any kind, additional risers, musicians or extra talent, hotel accommodations, pyrotechnics, video, etc. (see Exhibit E).

Contractor Rider

1. The venue Production Manager will review any Contractor rider and attempt to make accommodations if possible, however the venue rider for The Hangar is incorporated into this contract and supersedes Contractor rider.

EXHIBIT A – SCOPE OF WORK (CONT.)

Merchandise

1. Contractor sells: District agrees to waive merchandise split.
2. Contractor must provide notification of merchandise sales a minimum of three days prior to the contracted date. Without this notification, there is no guarantee that merchandise tables, chairs, etc., will be provided.

Video Recording

1. Video recording of performances will only be allowed using simple hand-held devices such as cell phones. Tripods, high-resolution video cameras, multiple-camera recording positions, and other devices, for the purposes of this contract known as "professional video recording," will only be allowed with the permission of the OC Fair Entertainment Department. An origination fee of TWO HUNDRED FIFTY DOLLARS ($250.00) is required in order to receive permission to enlist professional video recording services or video equipment.
2. In cases where professional services are permitted, placement of any/all equipment is at the discretion of the venue Production Manager and may not, under any circumstances, interfere with the experience of customers at the event.
3. Contractor may order a live video feed recording of the performance captured by the District for a fee of TWO HUNDRED FIFTY DOLLARS ($250.00), requested through the OC Fair Entertainment Department. Such recordings will be provided to Contractor on a hard drive once payment is received (check or money order only). Contractor agrees to grant OC Fair the right to use recordings in whole or in part for promotional purposes.
4. If Contractor wishes to seek professional video recording services and to secure a live video recording from the District, a fee of THREE HUNDRED FIFTY DOLLARS ($350.00) is required.

Insurance

1. It is understood that this event includes the contracted performer only, and that there is no direct audience participation. If audience participation is to be included, the proper insurance must be arranged through OC Fair & Events Center Business Services.

Ticketing:

1. The District may, at its discretion, offer group discounts up to 20%.
2. The District may, at its discretion, offer two-for-one tickets to its season ticket holders
3. The District may, at its discretion, offer discounts of up to 50% to the public through its ticket service provider.
4. The District may, at its discretion, offer discounts of up to 50% to the public through internet distribution services such as, but not limited to, Groupon, Goldstar, Living Social, etc.

Other

1. The District reserves the right to terminate any contract, at any time, by giving the Contractor notice in writing at least thirty (30) days prior to the date when such terminations shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

EXHIBIT A – SCOPE OF WORK (CONT.)

2. The District's obligations are subject to Act of God, violent storms, riots, wars, labor difficulties, epidemics, and act or order by any public authority of any cause similar or dissimilar beyond the District's control, or in the event of the destruction of the Hangar or adjoining areas of the Fairgrounds by violent weather, fire, or national or local calamity or any unforeseen fulfillment of this Agreement by the District impossible and appearances of the Contractor impossible. If such an occurrence shall occur necessitating the cancellation of any show(s) which shall be mutually agreed upon between the District and the Contractor, then the Contractor shall be paid on a prorated basis for shows(s) performed. When one (1) show only is presented and condition(s) beyond the control of the Contractor and District which would prevent the start of the show at the scheduled time it is mutually agreed that the show can be delayed a maximum of 90 minutes to correct such condition and to present herein.

DISTRICT AGREES:

Payment

1. To pay Contractor a total sum not to exceed TWO THOUSAND FIVE HUNDRED DOLLARS ($2,500.00) upon satisfactory completion of work herein required. Payment will be made NET 10 and delivered via US Mail.

Operations / Production

1. To provide The Hangar stage, lights and sound. Backline is not included (see Exhibit E).
2. To provide box office, ticket takers, security, usher staff and concessions.

Accommodations

1. To provide a 10' X 20' dressing room trailer in the backstage area.
2. To provide a deli style meal, bottled water and soft drinks for eight band members, crew and management. Any catering beyond these parameters will be at the sole expense of the Artist (see Exhibit E).

Credentials

1. To provide complimentary parking and admission for band members, crew and management only.
2. To provide twenty (20) complimentary performance tickets upon request. Please request through venue Production Manager at hangarproduction@ocfair.com. Guest tickets include free admission to the OC Fair and the performance event, but do not include parking.

Event Marketing

1. To provide marketing, advertising and promotion as part of the 2021 OC Fair collateral material.

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5770-70

PAYMENT PROVISIONS:

To pay Contractor a total sum not to exceed TWO THOUSAND FIVE HUNDRED DOLLARS ($2,500.00) upon satisfactory completion of work herein required. Payment will be made NET 10 and delivered via US Mail.

Payment will be made by 32nd District Agricultural Association, State of California-issued check. As an agency of the State of California, the venue is not permitted to provide performance deposits in advance of the performance date.

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Saturday, July 31, 2021, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL:**
   This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
   No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
   Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
   Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
   The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR*:***
   Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:
During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:
Time is of the essence in this Agreement.

13. COMPENSATION:
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:
The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE BASED OFF THE SCOPE OF WORK)

CCC-04/2017 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS:
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST:
Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Current State Employees (Pub. Contract Code §10410):
1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):
1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE:
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

6. **RESOLUTION:**
A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. **AIR OR WATER POLLUTION VIOLATION:**
Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. **PAYEE DATA RECORD FORM STD. 204:**
This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES
Performer, Artist, and Contractor (hereinafter referred to as "Contractor") shall adhere to all starting and ending times as indicated in this Agreement.

CURFEW
There is a strict 10:30 p.m. curfew in effect unless an extension of curfew is approved by the 32nd District Agricultural Association (hereinafter referred to as "District") prior to the performance. If this curfew is not adhered to, Contractor shall be liable and subject to litigation and fines by the State of California for breach of contract. These fines shall be one thousand dollars ($1,000.00) per minute for the first five (5) minutes and an additional ten thousand dollars ($10,000.00) for any period thereafter.

PAYMENT
Contractor shall be paid by District check upon completion of performance. There shall be no cash payments and no check cashing shall be authorized. Contractors who are non-residents of California will be subject to State withholding by the Franchise Tax Board at a rate of seven percent (7%) unless a Form 590 has been completed and returned to the District.

PUBLIC ACCESS TO FACILITY
The facility will be open to the public approximately 60 minutes prior to the start of the show. There shall be no exceptions to this stated time. This requirement is necessary to meet safety and crowd control procedures set by the State of California Fire Marshal and the Orange County Sheriff's Department.

DECIBEL LEVEL
Sound pressure levels must not exceed:

1. 85 dB, no weighting, averaged over a 5-minute period at directly backstage. Random readings will be taken throughout sound check and performance.
2. 95 dB, no weighting, averaged over a 5-minute period at FOH.
3. 55 dB, LEQ average in surrounding neighborhoods (distance is typically 1,000 feet or more from the Hangar FOH location).
4. If any one (1) of the above conditions is exceeded, regardless of compliance in the remaining areas, Contractor will be asked to reduce levels to comply.

House sound will include stage monitors. District Agrees to use Contractor's monitor system, at Contractor's request, at no additional cost to the District.

Contractor shall be bound by the sound covenant and shall at all times during any pre-concert sound checks and the concert operate within the sound restrictions. Contractor agrees that upon discovery or notification of any occurrence of sound level exceedance by either the District, or a designated sound monitor or other designee, Contractor shall immediately adjust the sound level to come into compliance with sound level specifications. If repeated sound level violations occur within concert performance after such notification, Contractor agrees to immediately terminate the concert.

In addition to the above terms, Contractor agrees that the District, in exercise of its discretion and judgment, retains all rights to adjust the sound level or terminate the concert performance as it may deem necessary to ensure compliance with the sound restrictions.

MEDIA - WEBSITE
The District requires that the Contractor place specific information about the contracted event at the OC Fair on its website. Information should include the entertainer's name, date, time of performance(s) at the OC Fair, and a web link to OC Fair website (www.ocfair.com).

MEDIA - INTERVIEW
The District also requests that the Contractor consent to at least one (1), fifteen (15)-minute promotional interview with a local radio station in advance of their performance at the OC Fair. Radio station to be selected by the District.

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

MEDIA - VIDEO
Local affiliates of national television networks, upon issuance of proper District press credentials and approval of Contractor's representative, shall be allowed to videotape up to three (3) minutes of performance for news purposes only. The District actively discourages all non-legitimate videotaping activity.

MEDIA - STILL PHOTOGRAPHY
Representatives of legitimate press organizations, upon issuance of proper District press credentials, shall be allowed to photograph a portion of the performance for review purposes only. The District actively discourages all non-legitimate use of still photography.

MEET & GREETS
The District requests that the Contractor participate in a pre-performance or post-performance meet & greet as arranged by the venue.

PRODUCTION
This contract is predicated on the fact that Contractor will be using in-house production as is. The District will provide The Hangar stage, lights and sound. Backline is not included. Approximately two (2) hours are allotted to set the stage and perform soundcheck.

Any additional gear required will be at the sole expense of the Contractor. This includes but is not limited to: backline, transportation, additional riser(s), musicians or additional talent, pyrotechnics, etc. Any labor required to strike and restore changes to existing truss system is at the sole expense of the Contractor.

The Contractor is welcome to bring additional production equipment, such as monitor systems, FOH console(s), lighting console(s), and additional lighting fixtures to be added to the pre-existing truss system. The cost of setting up additional equipment is the sole responsibility of the Contractor.

If seats are killed as a result of any gear that is brought in specifically for a Hangar performance, the Contractor will be charged back the face value of the killed seats plus any refund amount required to relocate guests who have purchased seats the must be killed.

SOUND AND LIGHTS
Contractor agrees to use District-provided industry standard sound and lighting equipment. Any other expense for gear and associated labor to install, strike or cause any other expense is at the sole cost of the Contractor.

RENTAL EQUIPMENT
The District may provide, but will not be responsible for payment of rental equipment, unless otherwise specifically stated in this Agreement.

HOSPITALITY
The District may provide meal service, when contracted, chosen from a District-determined menu. District will use Contractor's contract rider as a guide, but will be the final determiner of the meal that is served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e., tour bus food service) may be requested by the Contractor at the Contractor's expense from the on-site caterer. The District will not provide alcohol, tobacco, vape and cannabis products, nor will runners be available to secure these items. The OC Fair is a smoke-free event and the use of tobacco, vape and cannabis therein is strictly forbidden.

SPONSORSHIPS
The District's sponsorships will take precedence over Contractor's sponsorships. Contractors who have a sponsor will receive one-half (1/2) the number of signs, posters, impressions compared to the number of the District's sponsor. Contractor's sponsorship signage may be used only with District Management's approval. The District's CEO and sponsorship manager shall be notified prior to the signing of this Agreement of any potential conflicts related to sponsors. Contractors shall not receive any revenues from District sponsorships.

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

The Hangar is eligible for two (2) sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Hangar.

FORCE MAJEURE CLAUSE

The District's obligations are subject to Act of God, violent storms, riots, wars, labor difficulties, epidemics, and act or order by any public authority of any cause similar or dissimilar beyond the District's control, or in the event of the destruction of the Hangar or adjoining areas of the Fairgrounds by violent weather, fire, or national or local calamity or any unforeseen fulfillment of this Agreement by the District impossible and appearances of the Contractor impossible. If such an occurrence shall occur necessitating the cancellation of any show(s) which shall be mutually agreed upon between the District and the Contractor, then the Contractor shall be paid on a prorated basis for shows(s) performed. When one (1) show only is presented and condition(s) beyond the control of the Contractor and District which would prevent the start of the show at the scheduled time it is mutually agreed that the show can be delayed a maximum of 90 minutes to correct such condition and to present herein.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers' Compensation Insurance for its employees as required by law. Prior to date of performance, all performers shall submit to the District proof of valid Workers' Compensation Insurance coverage for all of their employees, unless performer has certified on Payee Data Record – STD. 204, that he/she is a sole proprietor and has no employees. It is mutually agreed that the District is relying upon the Contractor's specific representation and warranty that it has the proper Workers Compensation Insurance and that the Contractor will indemnify and hold harmless the District in the event it did not have the insurance.

Contractor further certifies that by signing this Agreement, Contractor will comply with such provisions under Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code immediately upon hiring any employee and before commencing the performance of this Agreement.

INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, and employees from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents).

COPYRIGHT INFRINGEMENT INDEMNIFICATION

Contractor warrants and represents that no musical, literary, or artistic work or other property protected by copyright will be performed, reproduced or used in the performance of this Agreement unless Contractor has previously thereto obtained written permission from the copyright holder or is otherwise exempt under 17 U.S.C. §§110:

"notwithstanding the provisions of Section 106, the following are not infringements of copyright:…

(6) performance of a nondramatic musical work by a governmental body or a nonprofit agricultural or horticultural organization, in the course of an annual agricultural or horticultural fair or exhibition conducted by such body or organization; the exemption provided by this clause shall extend to any liability for copyright infringement that would otherwise be imposed on such body or organization, under doctrines of vicarious liability or related infringement for a performance by a concessionaire, business establishment, or other person at such fair or exhibition, but shall not excuse any such person from liability for the performance."

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

Contractor acknowledges that Contractor acts under this Agreement as an independent contractor charged with the responsibility, in Contractor's sole discretion, for selection, performance, reproduction and use of such musical, literary and artistic works as contractor deems appropriate and that Contractor undertakes strict compliance with all laws respecting copyrights and the performance, reproduction and use of musical, literary and artistic works.

Contractor warrants that in the performance of this Agreement, Contractor will not infringe any statutory, common law or other right of any person in performing, reproducing or otherwise making use of any work or material. Contractor will indemnify, save and hold harmless the State and its agencies, including District, and their officers, agents, employees and servants from and against all claims, costs, and expenses (including legal fees), demands, actions and liability of every kind and character whatsoever with respect to copyright and the performance, reproduction and use of musical, literary and artistic works. Contractor authorizes the withholding of payment under this Agreement pending the final disposition of any claim which may result from the foregoing indemnification.

MISCELLANEOUS

The performance may be emceed by (i.e. "welcomed by") a local market radio station personality. In no way shall this be considered a "co-promotion" or "presented by" situation. Contractor shall be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall provide to the District any and all available materials, specifically to include biographical information, photographs, audio and/or video tapes (beta only) for District's use in promotional, collateral and advertising material for this event/performance.

All promotional, collateral and advertising material for the event will be developed and approved by the District. This material will be executed in a festival-style approach. All Contractor names including spelling, capitalization, and addendums must be designated in contracts. Changes cannot be made after the contract has been finalized.

Contractor will not have prior approval of any Fair-related promotional or advertising material. All Contractor guidelines must be outlined in contracts and will be incorporated as indicated.

No preferential changes of images provided by Contractor's management or publicity agents will be permitted unless provided image is no longer valid due to personnel changes.

CONTRACTOR COMPLIMENTARY TICKETS

The District will provide the Contractor with a reasonable number of complimentary concert tickets. The amount will be negotiated at the point of booking and any tickets past that amount must be purchased by the Contractor. Should the show carry a co-headliner, support or an opening act, that number will be reduced proportionately. Contractor's guests will be subject to a parking charge at the event. If available, the Contractor may purchase additional tickets through the OC Fair box office.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

PROFANE OR OBSCENE LANGUAGE

This is a State of California facility and all performances will be viewed by adults and children alike. The use of profane or obscene language or gestures will not be tolerated. Any display of such language or gestures by any contracted performer, their crew, or their representatives or associates while in the view or earshot of any Fair guest will be a finable offense subject to ONE THOUSAND DOLLARS ($1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

OFFENSIVE OR POLITICAL STATEMENTS OR PROPS

The display of offensive, political or controversial statements, slogans, flags (specifically the Confederate flag) or emblems as part of branding or decoration will not be tolerated. Any display by any contracted performer, their crew, or their representatives or associates while in the view of any Fair guest will be a finable offense subject to ONE THOUSAND DOLLARS ($1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.

CONFLICT OF LAWS OR TERMS

It is expressly understood and agreed that this Agreement shall be governed by the laws of the State of California both substantive and procedural. In the case of conflict between the District/State Documents and Contractor's Documents, the District/State Documents shall prevail if the parties can not mutually agree upon a resolution of the conflict.

CONTRACTOR'S POWER AND AUTHORITY

Contractor or Contractor's designee as signatory to this Agreement is empowered and has the authority to enter into this Agreement and bind Contractor to the terms and conditions contained herein. If the Contractor is not signing and contracting in own name to perform the entertainment services, then whatever business entity is signing and contracting to provide the services of the Contractor shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation "F/S/O" (for the services of) and immediately followed by the name of the performing Contractor on the preprinted blank line on the first page.

-End Exhibit E-

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

V06042020

1. **SCOPE**
As a result of the worldwide COVID-19 pandemic, the 32nd District Agricultural Association (OCFEC) implemented numerous essential protocols and procedures to protect OCFEC staff, renters, event promoter/producer employees, exhibitors, vendors, contractors, subcontractors, volunteers and members of the public. These protocols and procedures do not supersede or replace any existing orders issued by local governments, the State of California or the Federal Government. The protocol and procedure guidelines (COVID-19 Guidelines) apply equally to all organizations and persons doing business on OCFEC property, both public and private, and all event types, commercial, trade or other, hosted at the OCFEC.

2. **SICK, ELDERLY AND VULNERABLE PERSONS**
Anyone who feels sick should remain at home. In addition, high-risk persons who are over 65 years of age, or anyone with chronic illness or underlying medical conditions, should continue to follow recommendations to stay at home and limit public interaction.

3. **PHYSICAL DISTANCING IN THE WORKPLACE**
Physical distancing of a minimum of six (6) feet should be maintained between customer-facing employees and the general public, and – to the extent practical – between employees in the field or at employee workstations. Where isolation of employees in the field or at employee workstations is impractical, face coverings must be worn without exception.

4. **HANDWASHING, PERSONAL PROTECTIVE EQUIPMENT, AND TESTING**
Renters, event promoters, event producers, exhibitors, vendors, and their respective contractors, subcontractors and volunteers (collectively, “Business Partners”) conducting business at the OCFEC must require all customer-facing employees to either wash their hands or use hand sanitizer every thirty minutes, or wear disposable gloves which are to be changed as frequently as specified by guidelines established for each applicable job assignment. Face coverings must be provided to all employees.

Before starting a shift, all OCFEC employees and all Business Partner employees, must have their temperatures taken and documented, and individual(s) will not be permitted to remain at work if the temperature reading exceeds 100.4 degrees (°) Fahrenheit. Affected individual(s) may only return to work after registering and documenting their temperature reading below 100.4° Fahrenheit for seventy-two (72) consecutive hours.

All OCFEC event attendees, before entering OCFEC premises, must have their temperatures taken and documented. Any OCFEC event attendee with a temperature reading above 100.4° Fahrenheit will not be permitted to attend the event and will be required to immediately leave the OCFEC premises. Paid admission/parking fee refunds will be subject to processing schedule.

All competitive professional and amateur sports participants, including youth sports participants, must be tested for COVID-19 at least one (1) week before the date of the scheduled competition, and will not be permitted to compete if the intended participant tests positive for COVID-19. If the intended participant tests positive for COVID-19, he/she will not be allowed to participate in any activities at the OCFEC until after (i) receiving a negative result on a subsequent COVID-19 test and (ii) satisfying the specified 14-day (or otherwise governmentally specified) COVID-19 quarantine period.

OCFEC Business Partners should make every effort to limit physical touch points at their respective places of business, including at the OCFEC. All OCFEC event promoters must significantly increase frequency of sanitation and disinfection measures at all workstations and equipment that come into contact with OCFEC employees and the general public. All OCFEC Business Partners must assess and identify the frequency of necessary sanitation and disinfection practices, and will review and agree upon a sanitation and disinfection schedule with the OCFEC.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

Face coverings and disposable gloves must be worn by all OCFEC Business Partner customer-facing employees. All OCFEC event attendees and visitors must wear appropriate face coverings. Physical barriers, if available, are preferred but not required as the general public will make the personal decision of whether to attend an event at the OCFEC and/or patronize an OCFEC Business Partner. For the benefit of the public, OCFEC employees and Business Partner employees, handwashing or hand sanitizing should be done as soon as possible following the handling of materials that come in contact with the general public.

5. **EVENT ATTENDANCE LIMITATIONS**

Attendance at all OCFEC events, including all move-in and move-out activities, must be limited at any given time, to no more than the current maximum attendance levels permitted by all applicable local and state orders or laws.

OCFEC Business Partners must establish and actively enforce measures to monitor and ensure attendance limitation compliance. If an OFCEC Business Partner fails to comply with event attendance limitations, the OCFEC in its sole and absolute discretion may cancel the event without notice and refer the matter to local law enforcement.

6. **OCFEC BUSINESS PARTNER COMPLIANCE**

OCFEC Business Partners shall make every effort to assure compliance with COVID-19 related mitigation requirements. If an OCFEC Business Partner fails to comply with these COVID-19 Guidelines, the OCFEC in its sole and absolute discretion may close non-compliant event spaces, exhibitor spaces or other such rental spaces, or may cancel the event without notice and refer the matter to local law enforcement.

7. **COVID-19 RELEASE AND WAIVER OF LIABILITY**

As consideration for being permitted to conduct event activities at the OCFEC, OCFEC Business Partners must acknowledge and agree to all COVID-19 Pandemic and related governmental orders, directives and guidelines, and forever release the 32nd District Agricultural Association, the State, California Fair Services Authority ("CFSA"), the County, the Lessor, and any fair affiliated organization, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner's employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner's participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.

8. **EVENT ORGANIZATION PROTOCOLS**

Each OCFEC Business Partner must submit event organization-specific COVID-19 related infection mitigation protocols and procedures for OCFEC review and approval no later thirty (30) days before the event's scheduled move-in date. The OCFEC reserves the right to reject any protocols and procedures that are in conflict with, or are less stringent than, the COVID-19 Guidelines. If the OCFEC rejects the OCFEC Business Partner's COVID-19 related infection mitigation protocols and procedures, the OCFEC Business Partner must resubmit revised infection mitigation protocols and procedures for review no less than fifteen (15) days before the event's scheduled move-in date. If OCFEC Business Partner fails to submit the COVID-19 related infection mitigation protocols and procedures on time, the OCFEC in its sole and absolute discretion may terminate the agreement and cancel the event without notice.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

9. **FURTHER ACTION AS NECESSARY**

The OCFEC reserves the right to modify these COVID-19 Guidelines as circumstances warrant. Specifically, the OCFEC recognizes that additional restrictions not reflected in these guidelines may be necessary to address the health and safety of certain populations depending upon their age or underlying health concerns, or otherwise to address medical issues as they arise.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

I HAVE CAREFULLY READ THIS AGREEMENT EXHIBIT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A CONTRACTUAL AGREEMENT BETWEEN MYSELF AND THE 32ND DISTRICT AGRICULTURAL ASSOCIATION, THE STATE, CFSA, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed on _____, 20____.

OCFEC BUSINESS PARTNER:

_____
Signature

_____
Address

_____
City State ZIP

-End Exhibit F-

STATE OF CALIFORNIA

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

R_____ A_____ F_____

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

AGREEMENT NUMBER	AMENDMENT NUMBER
SA-012-21YR	**#1**
REGISTRATION NUMBER	

1. This Agreement is entered into between the State Agency and Contractor named below:

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

CONTRACTOR'S NAME

KHAVARIAN ENTERPRISES INC./DBA: VISION COMMUNICATIONS

2. The term of this Agreement is **04/01/2021** **03/31/2023** With (three (3) one (1) year option

FED ID:

3. The maximum amount of this Agreement after this amendment is: **$83,600.00 ($41,800 each year 2021, 2022); ($125,400 for 3 option years) $130,820; $327,050 inclusion option years ($65,410/year)**

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Standard Agreement #SA-012-21YR, dated April 1, 2021, between the District and Khavarian Enterprises Inc. (Vision Communications) for radio rentals for OC Fair & Event Center, is hereby amended as follows:

1. This amendment effective date is April 1, 2021.
2. Except as herein amended, all other terms and conditions remain as previously agreed upon.
3. Add funding for monthly rental. It was discovered there was an error in the original contract. The original contract contain only one month of rental for each year. It is necessary to add fund for additional 11 months, $3,800 per month, $41,800 total per year for year round rental.

STATE AGREES:

1. To pay Contractor a total amount not to exceed ONE HUNDRED THIRTY THOUSAND EIGHT HUNDRED TWENTY DOLLARS AND 00/100 ($130,820); THREE HUNDRED TWENTY SEVEN THOUSAND FIFTY DOLLARS AND 00/100 ($327,050) inclusion of option years upon satisfactory completion of work herein required and upon receipt of proper invoice.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME *(If other than an individual, state whether a corporation, partnership, etc.)*

KHAVARIAN ENTERPRISES INC./DBA: VISION COMMUNICATIONS

BY *(Authorized Signature)* ✍ | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING

Jennifer Mosley, Rental Account

ADDRESS

3250 Airflite Way #301, Long Beach, CA 90807

STATE OF CALIFORNIA

AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

BY *(Authorized Signature)* ✍ | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING

Michele Richards, Chief Executive Officer

ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

CALIFORNIA
Department of General Services
Use Only

☐ Exempt per:

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev. 03/2019)

R_____ A_____ F_____

AGREEMENT NUMBER
SA-062-21HB

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
MUSIC ZIRCONIA TALENT, LLC F/S/O RED NOT CHILI PEPPERS

2. The term of this Agreement is: **07/31/21** through **07/31/21** **FED ID:**

3. The maximum amount of this Agreement is: **$1,500.00**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work **– To provide "Red Not Chili Peppers" in The Hangar on Saturday, July 31 at the 2021 OC Fair. See Page 2 for additional details.**	Pages 1 – 4
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 5
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 6 – 9
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 10 – 13
Exhibit E – Hangar House Rider (Insurance Requirements) (Attached hereto as part of this agreement)	Pages 14 – 18
Exhibit F – Covid-19 Infection Mitigation Protocol & Procedure (Attached hereto as part of this agreement)	Pages 19 – 21

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
MUSIC ZIRCONIA TALENT, LLC F/S/O RED NOT CHILI PEPPERS

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Michael Twombly, Owner

CONTRACTOR BUSINESS ADDRESS
5595 Magnatron Blvd. Ste A, San Diego CA 92111
(858) 598-7311 michael@musiczirconia.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Michele Richards, Chief Executive Officer or
Joan Hamill, Chief Business Development Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACT REPRESENTATIVES:

32nd District Agriculture Association
Name: Jeff Willson
Title: Entertainment Supervisor
Phone number: (714) 708-1878

Music Zirconia
Name: Michael Twombly
Title: Owner
Phone number: (858) 598-7311

CONTRACTOR AGREES:

Performance

1. To provide the performance group, "Red Not Chili Peppers," a tribute to Red Hot Chili Peppers, on Saturday, July 31, 2021.

2. To perform two (2) shows approximately 55 - 65 minutes in length on The Hangar stage beginning at 4:30 p.m. and 8:30 p.m. in support of "No Duh."

Radius

1. The Hangar at The OC Fair has market exclusivity for this performance. No performance or advertising is allowed for events within a 30 mile radius (Southern Los Angeles, Inland Empire and Orange County) for 60 days prior to the performance date.

Press / Media

1. To refer to the performance venue as "The Hangar at the OC Fair" in all advertising and/or communications including, but not limited to, email, websites, social media outlets and print schedules.
2. To provide biographical, press release information, and current performer imagery as necessary.
3. To make band members available for media and/or promotional opportunities (see Exhibit E).
4. To promote this contracted event via Contractor email and mobile (if available) database(s), and web site.
5. All requests for press inclusion (written, photography, videography) at this performance event must be submitted to, and approved by, the OC Fair Communications Department.

Operations / Production

1. Advance performance with Doug Sturgis, the venue Production Manager, at doug@rkde.net.
2. The Hangar stage will be used by community performers during the day, in advance of this contracted performance. The stage will be clear and the venue vacated a minimum of three (3) hours in advance of the performance for load in, sound check and audience load in. It is imperative that Contractor arrive on time and prepared to facilitate load in and sound check during this short window of time.
3. Doors for the event are at approximately 60 minutes prior to the performance start time.
4. This contract is predicated on the fact that Contractor will be using in-house production as is. Any additional production expense will be financial responsibility of the Contractor. This includes, but is not limited to, backline, transportation of any kind, additional risers, musicians or extra talent, hotel accommodations, pyrotechnics, video, etc. (see Exhibit E).

Contractor Rider

1. The venue Production Manager will review any Contractor rider and attempt to make accommodations if possible, however the venue rider for The Hangar is incorporated into this contract and supersedes Contractor rider.

EXHIBIT A – SCOPE OF WORK (CONT.)

Merchandise

1. Contractor sells: District agrees to waive merchandise split.
2. Contractor must provide notification of merchandise sales a minimum of three days prior to the contracted date. Without this notification, there is no guarantee that merchandise tables, chairs, etc., will be provided.

Video Recording

1. Video recording of performances will only be allowed using simple hand-held devices such as cell phones. Tripods, high-resolution video cameras, multiple-camera recording positions, and other devices, for the purposes of this contract known as "professional video recording," will only be allowed with the permission of the OC Fair Entertainment Department. An origination fee of TWO HUNDRED FIFTY DOLLARS ($250.00) is required in order to receive permission to enlist professional video recording services or video equipment.
2. In cases where professional services are permitted, placement of any/all equipment is at the discretion of the venue Production Manager and may not, under any circumstances, interfere with the experience of customers at the event.
3. Contractor may order a live video feed recording of the performance captured by the District for a fee of TWO HUNDRED FIFTY DOLLARS ($250.00), requested through the OC Fair Entertainment Department. Such recordings will be provided to Contractor on a hard drive once payment is received (check or money order only). Contractor agrees to grant OC Fair the right to use recordings in whole or in part for promotional purposes.
4. If Contractor wishes to seek professional video recording services and to secure a live video recording from the District, a fee of THREE HUNDRED FIFTY DOLLARS ($350.00) is required.

Insurance

1. It is understood that this event includes the contracted performer only, and that there is no direct audience participation. If audience participation is to be included, the proper insurance must be arranged through OC Fair & Events Center Business Services.

Ticketing:

1. The District may, at its discretion, offer group discounts up to 20%.
2. The District may, at its discretion, offer two-for-one tickets to its season ticket holders
3. The District may, at its discretion, offer discounts of up to 50% to the public through its ticket service provider.
4. The District may, at its discretion, offer discounts of up to 50% to the public through internet distribution services such as, but not limited to, Groupon, Goldstar, Living Social, etc.

Other

1. The District reserves the right to terminate any contract, at any time, by giving the Contractor notice in writing at least thirty (30) days prior to the date when such terminations shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

EXHIBIT A – SCOPE OF WORK (CONT.)

2. The District's obligations are subject to Act of God, violent storms, riots, wars, labor difficulties, epidemics, and act or order by any public authority of any cause similar or dissimilar beyond the District's control, or in the event of the destruction of the Hangar or adjoining areas of the Fairgrounds by violent weather, fire, or national or local calamity or any unforeseen fulfillment of this Agreement by the District impossible and appearances of the Contractor impossible. If such an occurrence shall occur necessitating the cancellation of any show(s) which shall be mutually agreed upon between the District and the Contractor, then the Contractor shall be paid on a prorated basis for shows(s) performed. When one (1) show only is presented and condition(s) beyond the control of the Contractor and District which would prevent the start of the show at the scheduled time it is mutually agreed that the show can be delayed a maximum of 90 minutes to correct such condition and to present herein.

DISTRICT AGREES:

Payment

1. To pay Contractor a total sum not to exceed ONE THOUSAND FIVE HUNDRED DOLLARS ($1,500.00) upon satisfactory completion of work herein required. Payment will be made NET 10 and delivered via US Mail.

Operations / Production

1. To provide The Hangar stage, lights and sound. Backline is not included (see Exhibit E).
2. To provide box office, ticket takers, security, usher staff and concessions.

Accommodations

1. To provide a 10' X 20' dressing room trailer in the backstage area.
2. To provide a deli style meal, bottled water and soft drinks for eight band members, crew and management. Any catering beyond these parameters will be at the sole expense of the Artist (see Exhibit E).

Credentials

1. To provide complimentary parking and admission for band members, crew and management only.
2. To provide twenty (20) complimentary performance tickets upon request. Please request through venue Production Manager at hangarproduction@ocfair.com. Guest tickets include free admission to the OC Fair and the performance event, but do not include parking.

Event Marketing

1. To provide marketing, advertising and promotion as part of the 2021 OC Fair collateral material.

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5770-70

PAYMENT PROVISIONS:

To pay Contractor a total sum not to exceed ONE THOUSAND FIVE HUNDRED DOLLARS ($1,500.00) upon satisfactory completion of work herein required. Payment will be made NET 10 and delivered via US Mail.

Payment will be made by 32nd District Agricultural Association, State of California-issued check. As an agency of the State of California, the venue is not permitted to provide performance deposits in advance of the performance date.

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Saturday, July 31, 2021, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL:**
   This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
   No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
   Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
   Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
   The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR*:***
   Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:
During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:
Time is of the essence in this Agreement.

13. COMPENSATION:
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:
The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE BASED OFF THE SCOPE OF WORK)

CCC-04/2017 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS:
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST:
Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Current State Employees (Pub. Contract Code §10410):
1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):
1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE:
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

6. **RESOLUTION:**
   A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. **AIR OR WATER POLLUTION VIOLATION:**
   Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. **PAYEE DATA RECORD FORM STD. 204:**
   This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES
Performer, Artist, and Contractor (hereinafter referred to as "Contractor") shall adhere to all starting and ending times as indicated in this Agreement.

CURFEW
There is a strict 10:30 p.m. curfew in effect unless an extension of curfew is approved by the 32nd District Agricultural Association (hereinafter referred to as "District") prior to the performance. If this curfew is not adhered to, Contractor shall be liable and subject to litigation and fines by the State of California for breach of contract. These fines shall be one thousand dollars ($1,000.00) per minute for the first five (5) minutes and an additional ten thousand dollars ($10,000.00) for any period thereafter.

PAYMENT
Contractor shall be paid by District check upon completion of performance. There shall be no cash payments and no check cashing shall be authorized. Contractors who are non-residents of California will be subject to State withholding by the Franchise Tax Board at a rate of seven percent (7%) unless a Form 590 has been completed and returned to the District.

PUBLIC ACCESS TO FACILITY
The facility will be open to the public approximately 60 minutes prior to the start of the show. There shall be no exceptions to this stated time. This requirement is necessary to meet safety and crowd control procedures set by the State of California Fire Marshal and the Orange County Sheriff's Department.

DECIBEL LEVEL
Sound pressure levels must not exceed:

1. 85 dB, no weighting, averaged over a 5-minute period at directly backstage. Random readings will be taken throughout sound check and performance.
2. 95 dB, no weighting, averaged over a 5-minute period at FOH.
3. 55 dB, LEQ average in surrounding neighborhoods (distance is typically 1,000 feet or more from the Hangar FOH location).
4. If any one (1) of the above conditions is exceeded, regardless of compliance in the remaining areas, Contractor will be asked to reduce levels to comply.

House sound will include stage monitors. District Agrees to use Contractor's monitor system, at Contractor's request, at no additional cost to the District.

Contractor shall be bound by the sound covenant and shall at all times during any pre-concert sound checks and the concert operate within the sound restrictions. Contractor agrees that upon discovery or notification of any occurrence of sound level exceedance by either the District, or a designated sound monitor or other designee, Contractor shall immediately adjust the sound level to come into compliance with sound level specifications. If repeated sound level violations occur within concert performance after such notification, Contractor agrees to immediately terminate the concert.

In addition to the above terms, Contractor agrees that the District, in exercise of its discretion and judgment, retains all rights to adjust the sound level or terminate the concert performance as it may deem necessary to ensure compliance with the sound restrictions.

MEDIA - WEBSITE
The District requires that the Contractor place specific information about the contracted event at the OC Fair on its website. Information should include the entertainer's name, date, time of performance(s) at the OC Fair, and a web link to OC Fair website (www.ocfair.com).

MEDIA - INTERVIEW
The District also requests that the Contractor consent to at least one (1), fifteen (15)-minute promotional interview with a local radio station in advance of their performance at the OC Fair. Radio station to be selected by the District.

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

MEDIA - VIDEO
Local affiliates of national television networks, upon issuance of proper District press credentials and approval of Contractor's representative, shall be allowed to videotape up to three (3) minutes of performance for news purposes only. The District actively discourages all non-legitimate videotaping activity.

MEDIA - STILL PHOTOGRAPHY
Representatives of legitimate press organizations, upon issuance of proper District press credentials, shall be allowed to photograph a portion of the performance for review purposes only. The District actively discourages all non-legitimate use of still photography.

MEET & GREETS
The District requests that the Contractor participate in a pre-performance or post-performance meet & greet as arranged by the venue.

PRODUCTION
This contract is predicated on the fact that Contractor will be using in-house production as is. The District will provide The Hangar stage, lights and sound. Backline is not included. Approximately two (2) hours are allotted to set the stage and perform soundcheck.

Any additional gear required will be at the sole expense of the Contractor. This includes but is not limited to: backline, transportation, additional riser(s), musicians or additional talent, pyrotechnics, etc. Any labor required to strike and restore changes to existing truss system is at the sole expense of the Contractor.

The Contractor is welcome to bring additional production equipment, such as monitor systems, FOH console(s), lighting console(s), and additional lighting fixtures to be added to the pre-existing truss system. The cost of setting up additional equipment is the sole responsibility of the Contractor.

If seats are killed as a result of any gear that is brought in specifically for a Hangar performance, the Contractor will be charged back the face value of the killed seats plus any refund amount required to relocate guests who have purchased seats the must be killed.

SOUND AND LIGHTS
Contractor agrees to use District-provided industry standard sound and lighting equipment. Any other expense for gear and associated labor to install, strike or cause any other expense is at the sole cost of the Contractor.

RENTAL EQUIPMENT
The District may provide, but will not be responsible for payment of rental equipment, unless otherwise specifically stated in this Agreement.

HOSPITALITY
The District may provide meal service, when contracted, chosen from a District-determined menu. District will use Contractor's contract rider as a guide, but will be the final determiner of the meal that is served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e., tour bus food service) may be requested by the Contractor at the Contractor's expense from the on-site caterer. The District will not provide alcohol, tobacco, vape and cannabis products, nor will runners be available to secure these items. The OC Fair is a smoke-free event and the use of tobacco, vape and cannabis therein is strictly forbidden.

SPONSORSHIPS
The District's sponsorships will take precedence over Contractor's sponsorships. Contractors who have a sponsor will receive one-half (1/2) the number of signs, posters, impressions compared to the number of the District's sponsor. Contractor's sponsorship signage may be used only with District Management's approval. The District's CEO and sponsorship manager shall be notified prior to the signing of this Agreement of any potential conflicts related to sponsors. Contractors shall not receive any revenues from District sponsorships.

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

The Hangar is eligible for two (2) sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Hangar.

FORCE MAJEURE CLAUSE

The District's obligations are subject to Act of God, violent storms, riots, wars, labor difficulties, epidemics, and act or order by any public authority of any cause similar or dissimilar beyond the District's control, or in the event of the destruction of the Hangar or adjoining areas of the Fairgrounds by violent weather, fire, or national or local calamity or any unforeseen fulfillment of this Agreement by the District impossible and appearances of the Contractor impossible. If such an occurrence shall occur necessitating the cancellation of any show(s) which shall be mutually agreed upon between the District and the Contractor, then the Contractor shall be paid on a prorated basis for shows(s) performed. When one (1) show only is presented and condition(s) beyond the control of the Contractor and District which would prevent the start of the show at the scheduled time it is mutually agreed that the show can be delayed a maximum of 90 minutes to correct such condition and to present herein.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers' Compensation Insurance for its employees as required by law. Prior to date of performance, all performers shall submit to the District proof of valid Workers' Compensation Insurance coverage for all of their employees, unless performer has certified on Payee Data Record – STD. 204, that he/she is a sole proprietor and has no employees. It is mutually agreed that the District is relying upon the Contractor's specific representation and warranty that it has the proper Workers Compensation Insurance and that the Contractor will indemnify and hold harmless the District in the event it did not have the insurance.

Contractor further certifies that by signing this Agreement, Contractor will comply with such provisions under Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code immediately upon hiring any employee and before commencing the performance of this Agreement.

INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, and employees from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents).

COPYRIGHT INFRINGEMENT INDEMNIFICATION

Contractor warrants and represents that no musical, literary, or artistic work or other property protected by copyright will be performed, reproduced or used in the performance of this Agreement unless Contractor has previously thereto obtained written permission from the copyright holder or is otherwise exempt under 17 U.S.C. §§110:

"notwithstanding the provisions of Section 106, the following are not infringements of copyright:…

(6) performance of a nondramatic musical work by a governmental body or a nonprofit agricultural or horticultural organization, in the course of an annual agricultural or horticultural fair or exhibition conducted by such body or organization; the exemption provided by this clause shall extend to any liability for copyright infringement that would otherwise be imposed on such body or organization, under doctrines of vicarious liability or related infringement for a performance by a concessionaire, business establishment, or other person at such fair or exhibition, but shall not excuse any such person from liability for the performance."

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

Contractor acknowledges that Contractor acts under this Agreement as an independent contractor charged with the responsibility, in Contractor's sole discretion, for selection, performance, reproduction and use of such musical, literary and artistic works as contractor deems appropriate and that Contractor undertakes strict compliance with all laws respecting copyrights and the performance, reproduction and use of musical, literary and artistic works.

Contractor warrants that in the performance of this Agreement, Contractor will not infringe any statutory, common law or other right of any person in performing, reproducing or otherwise making use of any work or material. Contractor will indemnify, save and hold harmless the State and its agencies, including District, and their officers, agents, employees and servants from and against all claims, costs, and expenses (including legal fees), demands, actions and liability of every kind and character whatsoever with respect to copyright and the performance, reproduction and use of musical, literary and artistic works. Contractor authorizes the withholding of payment under this Agreement pending the final disposition of any claim which may result from the foregoing indemnification.

MISCELLANEOUS

The performance may be emceed by (i.e. "welcomed by") a local market radio station personality. In no way shall this be considered a "co-promotion" or "presented by" situation. Contractor shall be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall provide to the District any and all available materials, specifically to include biographical information, photographs, audio and/or video tapes (beta only) for District's use in promotional, collateral and advertising material for this event/performance.

All promotional, collateral and advertising material for the event will be developed and approved by the District. This material will be executed in a festival-style approach. All Contractor names including spelling, capitalization, and addendums must be designated in contracts. Changes cannot be made after the contract has been finalized.

Contractor will not have prior approval of any Fair-related promotional or advertising material. All Contractor guidelines must be outlined in contracts and will be incorporated as indicated.

No preferential changes of images provided by Contractor's management or publicity agents will be permitted unless provided image is no longer valid due to personnel changes.

CONTRACTOR COMPLIMENTARY TICKETS

The District will provide the Contractor with a reasonable number of complimentary concert tickets. The amount will be negotiated at the point of booking and any tickets past that amount must be purchased by the Contractor. Should the show carry a co-headliner, support or an opening act, that number will be reduced proportionately. Contractor's guests will be subject to a parking charge at the event. If available, the Contractor may purchase additional tickets through the OC Fair box office.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

PROFANE OR OBSCENE LANGUAGE

This is a State of California facility and all performances will be viewed by adults and children alike. The use of profane or obscene language or gestures will not be tolerated. Any display of such language or gestures by any contracted performer, their crew, or their representatives or associates while in the view or earshot of any Fair guest will be a finable offense subject to ONE THOUSAND DOLLARS ($1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

OFFENSIVE OR POLITICAL STATEMENTS OR PROPS

The display of offensive, political or controversial statements, slogans, flags (specifically the Confederate flag) or emblems as part of branding or decoration will not be tolerated. Any display by any contracted performer, their crew, or their representatives or associates while in the view of any Fair guest will be a finable offense subject to ONE THOUSAND DOLLARS ($1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.

CONFLICT OF LAWS OR TERMS

It is expressly understood and agreed that this Agreement shall be governed by the laws of the State of California both substantive and procedural. In the case of conflict between the District/State Documents and Contractor's Documents, the District/State Documents shall prevail if the parties can not mutually agree upon a resolution of the conflict.

CONTRACTOR'S POWER AND AUTHORITY

Contractor or Contractor's designee as signatory to this Agreement is empowered and has the authority to enter into this Agreement and bind Contractor to the terms and conditions contained herein. If the Contractor is not signing and contracting in own name to perform the entertainment services, then whatever business entity is signing and contracting to provide the services of the Contractor shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation "F/S/O" (for the services of) and immediately followed by the name of the performing Contractor on the preprinted blank line on the first page.

-End Exhibit E-

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

V06042020

1. **SCOPE**
As a result of the worldwide COVID-19 pandemic, the 32nd District Agricultural Association (OCFEC) implemented numerous essential protocols and procedures to protect OCFEC staff, renters, event promoter/producer employees, exhibitors, vendors, contractors, subcontractors, volunteers and members of the public. These protocols and procedures do not supersede or replace any existing orders issued by local governments, the State of California or the Federal Government. The protocol and procedure guidelines (COVID-19 Guidelines) apply equally to all organizations and persons doing business on OCFEC property, both public and private, and all event types, commercial, trade or other, hosted at the OCFEC.

2. **SICK, ELDERLY AND VULNERABLE PERSONS**
Anyone who feels sick should remain at home. In addition, high-risk persons who are over 65 years of age, or anyone with chronic illness or underlying medical conditions, should continue to follow recommendations to stay at home and limit public interaction.

3. **PHYSICAL DISTANCING IN THE WORKPLACE**
Physical distancing of a minimum of six (6) feet should be maintained between customer-facing employees and the general public, and – to the extent practical – between employees in the field or at employee workstations. Where isolation of employees in the field or at employee workstations is impractical, face coverings must be worn without exception.

4. **HANDWASHING, PERSONAL PROTECTIVE EQUIPMENT, AND TESTING**
Renters, event promoters, event producers, exhibitors, vendors, and their respective contractors, subcontractors and volunteers (collectively, “Business Partners”) conducting business at the OCFEC must require all customer-facing employees to either wash their hands or use hand sanitizer every thirty minutes, or wear disposable gloves which are to be changed as frequently as specified by guidelines established for each applicable job assignment. Face coverings must be provided to all employees.

Before starting a shift, all OCFEC employees and all Business Partner employees, must have their temperatures taken and documented, and individual(s) will not be permitted to remain at work if the temperature reading exceeds 100.4 degrees (°) Fahrenheit. Affected individual(s) may only return to work after registering and documenting their temperature reading below 100.4° Fahrenheit for seventy-two (72) consecutive hours.

All OCFEC event attendees, before entering OCFEC premises, must have their temperatures taken and documented. Any OCFEC event attendee with a temperature reading above 100.4° Fahrenheit will not be permitted to attend the event and will be required to immediately leave the OCFEC premises. Paid admission/parking fee refunds will be subject to processing schedule.

All competitive professional and amateur sports participants, including youth sports participants, must be tested for COVID-19 at least one (1) week before the date of the scheduled competition, and will not be permitted to compete if the intended participant tests positive for COVID-19. If the intended participant tests positive for COVID-19, he/she will not be allowed to participate in any activities at the OCFEC until after (i) receiving a negative result on a subsequent COVID-19 test and (ii) satisfying the specified 14-day (or otherwise governmentally specified) COVID-19 quarantine period.

OCFEC Business Partners should make every effort to limit physical touch points at their respective places of business, including at the OCFEC. All OCFEC event promoters must significantly increase frequency of sanitation and disinfection measures at all workstations and equipment that come into contact with OCFEC employees and the general public. All OCFEC Business Partners must assess and identify the frequency of necessary sanitation and disinfection practices, and will review and agree upon a sanitation and disinfection schedule with the OCFEC.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

Face coverings and disposable gloves must be worn by all OCFEC Business Partner customer-facing employees. All OCFEC event attendees and visitors must wear appropriate face coverings. Physical barriers, if available, are preferred but not required as the general public will make the personal decision of whether to attend an event at the OCFEC and/or patronize an OCFEC Business Partner. For the benefit of the public, OCFEC employees and Business Partner employees, handwashing or hand sanitizing should be done as soon as possible following the handling of materials that come in contact with the general public.

5. **EVENT ATTENDANCE LIMITATIONS**

Attendance at all OCFEC events, including all move-in and move-out activities, must be limited at any given time, to no more than the current maximum attendance levels permitted by all applicable local and state orders or laws.

OCFEC Business Partners must establish and actively enforce measures to monitor and ensure attendance limitation compliance. If an OFCEC Business Partner fails to comply with event attendance limitations, the OCFEC in its sole and absolute discretion may cancel the event without notice and refer the matter to local law enforcement.

6. **OCFEC BUSINESS PARTNER COMPLIANCE**

OCFEC Business Partners shall make every effort to assure compliance with COVID-19 related mitigation requirements. If an OCFEC Business Partner fails to comply with these COVID-19 Guidelines, the OCFEC in its sole and absolute discretion may close non-compliant event spaces, exhibitor spaces or other such rental spaces, or may cancel the event without notice and refer the matter to local law enforcement.

7. **COVID-19 RELEASE AND WAIVER OF LIABILITY**

As consideration for being permitted to conduct event activities at the OCFEC, OCFEC Business Partners must acknowledge and agree to all COVID-19 Pandemic and related governmental orders, directives and guidelines, and forever release the 32nd District Agricultural Association, the State, California Fair Services Authority ("CFSA"), the County, the Lessor, and any fair affiliated organization, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner's employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner's participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.

8. **EVENT ORGANIZATION PROTOCOLS**

Each OCFEC Business Partner must submit event organization-specific COVID-19 related infection mitigation protocols and procedures for OCFEC review and approval no later thirty (30) days before the event's scheduled move-in date. The OCFEC reserves the right to reject any protocols and procedures that are in conflict with, or are less stringent than, the COVID-19 Guidelines. If the OCFEC rejects the OCFEC Business Partner's COVID-19 related infection mitigation protocols and procedures, the OCFEC Business Partner must resubmit revised infection mitigation protocols and procedures for review no less than fifteen (15) days before the event's scheduled move-in date. If OCFEC Business Partner fails to submit the COVID-19 related infection mitigation protocols and procedures on time, the OCFEC in its sole and absolute discretion may terminate the agreement and cancel the event without notice.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

9. **FURTHER ACTION AS NECESSARY**

The OCFEC reserves the right to modify these COVID-19 Guidelines as circumstances warrant. Specifically, the OCFEC recognizes that additional restrictions not reflected in these guidelines may be necessary to address the health and safety of certain populations depending upon their age or underlying health concerns, or otherwise to address medical issues as they arise.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

I HAVE CAREFULLY READ THIS AGREEMENT EXHIBIT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A CONTRACTUAL AGREEMENT BETWEEN MYSELF AND THE 32ND DISTRICT AGRICULTURAL ASSOCIATION, THE STATE, CFSA, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed on _____, 20____.

OCFEC BUSINESS PARTNER:

_____
Signature

_____
Address

_____
City State ZIP

-End Exhibit F-

STATE OF CALIFORNIA
STANDARD AGREEMENT R____ A____ F____
STD 213 (Rev. 03/2019)

AGREEMENT NUMBER
SA-063-21GE
PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
MARK MY, INC.

2. The term of this Agreement is: **07/16/2021** through **08/15/2021** **FED ID:**

3. The maximum amount of this Agreement is: **$26,500.00**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work **– To provide "Mark Yuzuik, Comedy Hypnotist" at the 2021 OC Fair, July 16 – August 15. See Page 2 for additional details.**	Pages 1 – 3
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 4
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 5 – 8
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 9 – 12
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 13 – 15
Exhibit F – Covid-19 Infection Mitigation Protocol & Procedure (Attached hereto as part of this agreement)	Pages 16 – 18

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
MARK MY, INC.

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Mark Yuzuik, Owner

CONTRACTOR BUSINESS ADDRESS
10624 S. Eastern Ave. Suite A-711, Henderson, NV 89052
(805) 559-9295 markyuzuik@msn.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Michele Richards, Chief Executive Officer or
Joan Hamill, Chief Business Development Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACT REPRESENTATIVES:

32nd District Agriculture Association
Name: Jeff Willson
Title: Entertainment Supervisor
Phone number: (714) 708-1878

Mark Yuzuik
Name: Mark Yuzuik
Title: Owner
Phone number: (805) 559-9295

CONTRACTOR AGREES:

1. To provide entertainment as "Mark Yuzuik Comedy Hypnotist" on the Plaza Pacifica Stage July 16 – August 15 at the 2021 OC Fair.
2. Performances shall be approximately 35-40 minutes in length and take place Wednesdays and Thursdays at ~~4:30~~ p.m., 6:30 p.m., and 8:30 p.m.; Friday through Sunday at ~~5:30 p.m.,~~ 7:30 p.m. and 9:30 p.m. No performances shall take place on Mondays or Tuesdays. Performance schedule may change at the discretion of the District.
3. To provide biographical and news release information as necessary.
4. To promote contracted event via Contractor email and mobile (if available) database(s), and website.
5. All performances will be viewed by adults and children alike. The use of profane or obscene language or gestures will not be tolerated. Any display of such language or gestures by any performer or their representatives while in the view or earshot of the public will be a finable offense subject to ONE THOUSAND DOLLARS ($1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.
6. The District, in exercise of its discretion and judgment, retains all rights to adjust the sound level or terminate the performance as it may deem necessary to ensure compliance with sound restrictions.
7. Being impaired or under the influence of legal or illegal drugs or alcohol will not be permitted. Alcohol or drugs will not be consumed before or on stage during the performance.
8. The OC Fair is a smoke, vape and cannabis-free event and their use is strictly forbidden in all public areas inside the fairgrounds.
9. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.
10. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.
11. The District's obligations are subject to Act of God, violent storms, riots, wars, labor difficulties, epidemics, and act or order by any public authority of any cause similar or dissimilar beyond the District's control, or in the event of the destruction of the Hangar or adjoining areas of the Fairgrounds by violent weather, fire, or national or local calamity or any unforeseen fulfillment of this Agreement by the District impossible and appearances of the Contractor impossible. If such an occurrence shall occur necessitating the cancellation of any show(s) which shall be mutually agreed upon between the District and the Contractor, then the Contractor shall be paid on a prorated basis for shows(s) performed. When one (1) show only is presented and condition(s) beyond the control of the Contractor and District which would prevent the start of the show at the scheduled time it is mutually agreed that the show can be delayed a maximum of 90 minutes to correct such condition and to present herein.

DISTRICT AGREES:

1. To pay Contractor a total sum not to exceed TWENTY SIX THOUSAND FIVE HUNDRED DOLLARS ($26,500.00) upon satisfactory completion of work herein required on Sunday, August 15, 2021.
2. To provide the Plaza Pacifica Stage, lights and sound.
3. ~~To provide a deli style meal, bottled water and soft drinks for (4) four for the performer and crew nightly.~~
4. To provide Contractor with two (2) hotel rooms procured at the sole discretion of the District for the duration of the contract term.

EXHIBIT A – SCOPE OF WORK (CONT.)

5. To allow Contractor to sell merchandise at no commission to the District. Items shall be pre-approved by the District.
6. To provide unsupervised storage location for equipment, as necessary.
7. To provide all necessary credentials, parking passes and photo identification at the discretion of the District. Credentials will only be issued to Contractor's staff processed through the Megan's Law screening as detailed in item 9 above.

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5780-70

PAYMENT PROVISIONS:

To pay Contractor a total sum not to exceed TWENTY SIX THOUSAND FIVE HUNDRED DOLLARS ($26,500.00) upon satisfactory completion of work herein required on Sunday, August 15, 2021.

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Sunday, August 15, 2021, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL:**
   This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
   No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
   Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
   Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
   The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR*:***
   Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:
During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:
Time is of the essence in this Agreement.

13. COMPENSATION:
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:
The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:

For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:

If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE BASED OFF THE SCOPE OF WORK)

CCC-04/2017 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS:
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST:
Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Current State Employees (Pub. Contract Code §10410):
1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):
1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION:**
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **AMERICANS WITH DISABILITIES ACT:**
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. **CONTRACTOR NAME CHANGE:**
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**
   a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

   b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

   c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

6. **RESOLUTION:**
   A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. **AIR OR WATER POLLUTION VIOLATION:**
   Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. **PAYEE DATA RECORD FORM STD. 204:**
   This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority #19-02

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate – The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. Coverages:

   a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall be not less than **$5,000,000 per occurrence** for Fairtime Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **$5,000,000 per occurrence** for the following types of Motorized Events: automobile races, drifting exhibitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, enduro, pro stock; **$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races; **$3,000,000 per occurrence** for Rodeo Events all types **with a paid gate** and any Rough Stock events; **$2,000,000 per occurrence** for Rodeo Events All Types **without a paid gate** and with any Rough Stock events and for Swap Meets/Flea Markets held two or more times per calendar year; **$2,000,000 per occurrence** for the following Motorized events: car jumping contests/demonstrations of hydraulic modifications to automobiles; **$2,000,000 per occurrence** for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Cannabis Festivals/Trade Shows, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; **$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events**; $1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

   The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the contractor/renter's activities, or business to be conducted under the contract or rental agreement/lease, must be listed in the Certificate of Insurance. If there is a self-insured retention or deductible in the contractor/renter's coverage equal to or in excess of $100,000, the self-insured retention/deductible amount shall be included as part of the Certificate of Insurance. A copy of the contractor/renter's policy declaration page containing this information as an attachment/exhibit to the Certificate of Insurance will be acceptable, provided it contains all the aforementioned information.

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than $1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.

c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

d. Medical Malpractice - Medical Malpractice coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving medical services.

e. Liquor Liability - Liquor Liability coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

5. Certificate Holder:
   - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
   - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

B. CFSA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

C. Master Certificates - A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.

2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.

2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.

3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.

4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

-End Exhibit E-

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

V06042020

1. **SCOPE**
As a result of the worldwide COVID-19 pandemic, the 32nd District Agricultural Association (OCFEC) implemented numerous essential protocols and procedures to protect OCFEC staff, renters, event promoter/producer employees, exhibitors, vendors, contractors, subcontractors, volunteers and members of the public. These protocols and procedures do not supersede or replace any existing orders issued by local governments, the State of California or the Federal Government. The protocol and procedure guidelines (COVID-19 Guidelines) apply equally to all organizations and persons doing business on OCFEC property, both public and private, and all event types, commercial, trade or other, hosted at the OCFEC.

2. **SICK, ELDERLY AND VULNERABLE PERSONS**
Anyone who feels sick should remain at home. In addition, high-risk persons who are over 65 years of age, or anyone with chronic illness or underlying medical conditions, should continue to follow recommendations to stay at home and limit public interaction.

3. **PHYSICAL DISTANCING IN THE WORKPLACE**
Physical distancing of a minimum of six (6) feet should be maintained between customer-facing employees and the general public, and – to the extent practical – between employees in the field or at employee workstations. Where isolation of employees in the field or at employee workstations is impractical, face coverings must be worn without exception.

4. **HANDWASHING, PERSONAL PROTECTIVE EQUIPMENT, AND TESTING**
Renters, event promoters, event producers, exhibitors, vendors, and their respective contractors, subcontractors and volunteers (collectively, “Business Partners”) conducting business at the OCFEC must require all customer-facing employees to either wash their hands or use hand sanitizer every thirty minutes, or wear disposable gloves which are to be changed as frequently as specified by guidelines established for each applicable job assignment. Face coverings must be provided to all employees.

Before starting a shift, all OCFEC employees and all Business Partner employees, must have their temperatures taken and documented, and individual(s) will not be permitted to remain at work if the temperature reading exceeds 100.4 degrees (°) Fahrenheit. Affected individual(s) may only return to work after registering and documenting their temperature reading below 100.4° Fahrenheit for seventy-two (72) consecutive hours.

All OCFEC event attendees, before entering OCFEC premises, must have their temperatures taken and documented. Any OCFEC event attendee with a temperature reading above 100.4° Fahrenheit will not be permitted to attend the event and will be required to immediately leave the OCFEC premises. Paid admission/parking fee refunds will be subject to processing schedule.

All competitive professional and amateur sports participants, including youth sports participants, must be tested for COVID-19 at least one (1) week before the date of the scheduled competition, and will not be permitted to compete if the intended participant tests positive for COVID-19. If the intended participant tests positive for COVID-19, he/she will not be allowed to participate in any activities at the OCFEC until after (i) receiving a negative result on a subsequent COVID-19 test and (ii) satisfying the specified 14-day (or otherwise governmentally specified) COVID-19 quarantine period.

OCFEC Business Partners should make every effort to limit physical touch points at their respective places of business, including at the OCFEC. All OCFEC event promoters must significantly increase frequency of sanitation and disinfection measures at all workstations and equipment that come into contact with OCFEC employees and the general public. All OCFEC Business Partners must assess and identify the frequency of necessary sanitation and disinfection practices, and will review and agree upon a sanitation and disinfection schedule with the OCFEC.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

Face coverings and disposable gloves must be worn by all OCFEC Business Partner customer-facing employees. All OCFEC event attendees and visitors must wear appropriate face coverings. Physical barriers, if available, are preferred but not required as the general public will make the personal decision of whether to attend an event at the OCFEC and/or patronize an OCFEC Business Partner. For the benefit of the public, OCFEC employees and Business Partner employees, handwashing or hand sanitizing should be done as soon as possible following the handling of materials that come in contact with the general public.

5. **EVENT ATTENDANCE LIMITATIONS**

Attendance at all OCFEC events, including all move-in and move-out activities, must be limited at any given time, to no more than the current maximum attendance levels permitted by all applicable local and state orders or laws.

OCFEC Business Partners must establish and actively enforce measures to monitor and ensure attendance limitation compliance. If an OFCEC Business Partner fails to comply with event attendance limitations, the OCFEC in its sole and absolute discretion may cancel the event without notice and refer the matter to local law enforcement.

6. **OCFEC BUSINESS PARTNER COMPLIANCE**

OCFEC Business Partners shall make every effort to assure compliance with COVID-19 related mitigation requirements. If an OCFEC Business Partner fails to comply with these COVID-19 Guidelines, the OCFEC in its sole and absolute discretion may close non-compliant event spaces, exhibitor spaces or other such rental spaces, or may cancel the event without notice and refer the matter to local law enforcement.

7. **COVID-19 RELEASE AND WAIVER OF LIABILITY**

As consideration for being permitted to conduct event activities at the OCFEC, OCFEC Business Partners must acknowledge and agree to all COVID-19 Pandemic and related governmental orders, directives and guidelines, and forever release the 32nd District Agricultural Association, the State, California Fair Services Authority ("CFSA"), the County, the Lessor, and any fair affiliated organization, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner's employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner's participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.

8. **EVENT ORGANIZATION PROTOCOLS**

Each OCFEC Business Partner must submit event organization-specific COVID-19 related infection mitigation protocols and procedures for OCFEC review and approval no later thirty (30) days before the event's scheduled move-in date. The OCFEC reserves the right to reject any protocols and procedures that are in conflict with, or are less stringent than, the COVID-19 Guidelines. If the OCFEC rejects the OCFEC Business Partner's COVID-19 related infection mitigation protocols and procedures, the OCFEC Business Partner must resubmit revised infection mitigation protocols and procedures for review no less than fifteen (15) days before the event's scheduled move-in date. If OCFEC Business Partner fails to submit the COVID-19 related infection mitigation protocols and procedures on time, the OCFEC in its sole and absolute discretion may terminate the agreement and cancel the event without notice.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

9. **FURTHER ACTION AS NECESSARY**

The OCFEC reserves the right to modify these COVID-19 Guidelines as circumstances warrant. Specifically, the OCFEC recognizes that additional restrictions not reflected in these guidelines may be necessary to address the health and safety of certain populations depending upon their age or underlying health concerns, or otherwise to address medical issues as they arise.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

I HAVE CAREFULLY READ THIS AGREEMENT EXHIBIT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A CONTRACTUAL AGREEMENT BETWEEN MYSELF AND THE 32ND DISTRICT AGRICULTURAL ASSOCIATION, THE STATE, CFSA, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed on _____, 20____.

OCFEC BUSINESS PARTNER:

_____
Signature

_____
Address

_____
City State ZIP

-End Exhibit F-

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev. 03/2019)

R_____ A_____ F_____

AGREEMENT NUMBER
SA-064-21GE

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
MIKE BARNARD

2. The term of this Agreement is: **07/16/2021** through **08/15/2021** **FED ID:**

3. The maximum amount of this Agreement is: **$13,800.00**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work **– To provide "Tadpole the Clown" at the 2021 OC Fair, July 15 – August 16. See Page 2 for additional details.**	Pages 1 – 3
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 4
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 5 – 8
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 9 – 12
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 13 – 15
Exhibit F – Covid-19 Infection Mitigation Protocol & Procedure (Attached hereto as part of this agreement)	Pages 16 – 18

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
MIKE BARNARD

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Mike Barnard, Performer

CONTRACTOR BUSINESS ADDRESS
P. O. Box 616, Sylvester, GA 31791
(229) 881-0474 tadpole123@me.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Michele Richards, Chief Executive Officer or
Joan Hamill, Chief Business Development Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACT REPRESENTATIVES:

32nd District Agriculture Association
Name: Jeff Willson
Title: Entertainment Supervisor
Phone number: (714) 708-1878

Tadpole the Clown
Name: Mike Barnard
Title: NA
Phone number: (229) 881-0474

CONTRACTOR AGREES:

1. To provide roaming grounds entertainment as "Tadpole the Clown" from July 16 – August 15 at the 2021 OC Fair.
2. Performance times shall be designated and communicated by the District.
3. To participate in the grounds performer parade on Saturdays and Sundays.
4. All performances will be viewed by adults and children alike. The use of profane or obscene language or gestures will not be tolerated. Any display of such language or gestures by any performer or their representatives while in the view or earshot of the public will be a finable offense subject to ONE THOUSAND DOLLARS ($1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.
5. Being impaired or under the influence of legal or illegal drugs or alcohol will not be permitted. Alcohol will not be consumed before or on stage during the performance.
6. The OC Fair is a smoke, vape and cannabis-free event and their use is strictly forbidden in all public areas inside the fairgrounds.
7. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have all been processed through Megan's Law screening and each certified by the Contractor not to be a registered sex offender per the Megan's Law registry.
8. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.
9. The District's obligations are subject to Act of God, violent storms, riots, wars, labor difficulties, epidemics, and act or order by any public authority of any cause similar or dissimilar beyond the District's control, or in the event of the destruction of the Hangar or adjoining areas of the Fairgrounds by violent weather, fire, or national or local calamity or any unforeseen fulfillment of this Agreement by the District impossible and appearances of the Contractor impossible. If such an occurrence shall occur necessitating the cancellation of any show(s) which shall be mutually agreed upon between the District and the Contractor, then the Contractor shall be paid on a prorated basis for shows(s) performed. When one (1) show only is presented and condition(s) beyond the control of the Contractor and District which would prevent the start of the show at the scheduled time it is mutually agreed that the show can be delayed a maximum of 90 minutes to correct such condition and to present herein.

DISTRICT AGREES:

1. To provide Contractor with one (1) hotel rooms procured at the sole discretion of the District for the duration of the contract term.
2. To pay Contractor a total sum not to exceed THIRTEEN THOUSAND EIGHT HUNDRED DOLLARS ($13,800.00) upon satisfactory completion of services herein required. Payment schedule is as follows:
   A. SIX THOUSAND DOLLARS ($6,000.00) for services completed through Thursday, July 29, 2021. Payment shall be made on Friday, July 30, 2021.
   B. SEVEN THOUSAND EIGHT HUNDRED DOLLARS ($7,800.00) for services completed starting Friday, July 30, 2021 through Sunday, August 15, 2021. Payment shall be made on Sunday, August 15, 2021.

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5780-70

PAYMENT PROVISIONS:

To pay Contractor a total sum not to exceed THIRTEEN THOUSAND EIGHT HUNDRED DOLLARS ($13,800.00) upon satisfactory completion of services herein required. Payment schedule is as follows:

A. SIX THOUSAND DOLLARS ($6,000.00) for services completed through Thursday, July 29, 2021. Payment shall be made on Friday, July 30, 2021.
B. SEVEN THOUSAND EIGHT HUNDRED DOLLARS ($7,800.00) for services completed starting Friday, July 30 through Sunday, August 15, 2021. Payment shall be made on Sunday, August 15, 2021.

Payment will be made by 32nd District Agricultural Association, State of California-issued check. As an agency of the State of California, the venue is not permitted to provide performance deposits in advance of the performance date.

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Sunday, July 30, 2021, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL:**
   This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
   No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
   Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
   Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
   The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR*:***
   Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:
During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:
Time is of the essence in this Agreement.

13. COMPENSATION:
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:
The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:

For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:

If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE BASED OFF THE SCOPE OF WORK)

CCC-04/2017 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
   Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
   Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS:
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST:
Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Current State Employees (Pub. Contract Code §10410):
1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):
1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE:
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

6. **RESOLUTION:**
   A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. **AIR OR WATER POLLUTION VIOLATION:**
   Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. **PAYEE DATA RECORD FORM STD. 204:**
   This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority #19-02

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate – The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. Coverages:

   a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall be not less than **$5,000,000 per occurrence** for Fairtime Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **$5,000,000 per occurrence** for the following types of Motorized Events: automobile races, drifting exhibitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, enduro, pro stock; **$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races; **$3,000,000 per occurrence** for Rodeo Events all types **with a paid gate** and any Rough Stock events; **$2,000,000 per occurrence** for Rodeo Events All Types **without a paid gate** and with any Rough Stock events and for Swap Meets/Flea Markets held two or more times per calendar year; **$2,000,000 per occurrence** for the following Motorized events: car jumping contests/demonstrations of hydraulic modifications to automobiles; **$2,000,000 per occurrence** for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Cannabis Festivals/Trade Shows, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; **$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events**; $1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

   The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the contractor/renter's activities, or business to be conducted under the contract or rental agreement/lease, must be listed in the Certificate of Insurance. If there is a self-insured retention or deductible in the contractor/renter's coverage equal to or in excess of $100,000, the self-insured retention/deductible amount shall be included as part of the Certificate of Insurance. A copy of the contractor/renter's policy declaration page containing this information as an attachment/exhibit to the Certificate of Insurance will be acceptable, provided it contains all the aforementioned information.

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than $1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.

c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

d. Medical Malpractice - Medical Malpractice coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving medical services.

e. Liquor Liability - Liquor Liability coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

5. Certificate Holder:
   - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
   - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

B. CFSA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

C. Master Certificates - A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.

2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.

2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.

3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.

4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

-End Exhibit E-

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

V06042020

1. **SCOPE**
As a result of the worldwide COVID-19 pandemic, the 32nd District Agricultural Association (OCFEC) implemented numerous essential protocols and procedures to protect OCFEC staff, renters, event promoter/producer employees, exhibitors, vendors, contractors, subcontractors, volunteers and members of the public. These protocols and procedures do not supersede or replace any existing orders issued by local governments, the State of California or the Federal Government. The protocol and procedure guidelines (COVID-19 Guidelines) apply equally to all organizations and persons doing business on OCFEC property, both public and private, and all event types, commercial, trade or other, hosted at the OCFEC.

2. **SICK, ELDERLY AND VULNERABLE PERSONS**
Anyone who feels sick should remain at home. In addition, high-risk persons who are over 65 years of age, or anyone with chronic illness or underlying medical conditions, should continue to follow recommendations to stay at home and limit public interaction.

3. **PHYSICAL DISTANCING IN THE WORKPLACE**
Physical distancing of a minimum of six (6) feet should be maintained between customer-facing employees and the general public, and – to the extent practical – between employees in the field or at employee workstations. Where isolation of employees in the field or at employee workstations is impractical, face coverings must be worn without exception.

4. **HANDWASHING, PERSONAL PROTECTIVE EQUIPMENT, AND TESTING**
Renters, event promoters, event producers, exhibitors, vendors, and their respective contractors, subcontractors and volunteers (collectively, “Business Partners”) conducting business at the OCFEC must require all customer-facing employees to either wash their hands or use hand sanitizer every thirty minutes, or wear disposable gloves which are to be changed as frequently as specified by guidelines established for each applicable job assignment. Face coverings must be provided to all employees.

Before starting a shift, all OCFEC employees and all Business Partner employees, must have their temperatures taken and documented, and individual(s) will not be permitted to remain at work if the temperature reading exceeds 100.4 degrees (°) Fahrenheit. Affected individual(s) may only return to work after registering and documenting their temperature reading below 100.4° Fahrenheit for seventy-two (72) consecutive hours.

All OCFEC event attendees, before entering OCFEC premises, must have their temperatures taken and documented. Any OCFEC event attendee with a temperature reading above 100.4° Fahrenheit will not be permitted to attend the event and will be required to immediately leave the OCFEC premises. Paid admission/parking fee refunds will be subject to processing schedule.

All competitive professional and amateur sports participants, including youth sports participants, must be tested for COVID-19 at least one (1) week before the date of the scheduled competition, and will not be permitted to compete if the intended participant tests positive for COVID-19. If the intended participant tests positive for COVID-19, he/she will not be allowed to participate in any activities at the OCFEC until after (i) receiving a negative result on a subsequent COVID-19 test and (ii) satisfying the specified 14-day (or otherwise governmentally specified) COVID-19 quarantine period.

OCFEC Business Partners should make every effort to limit physical touch points at their respective places of business, including at the OCFEC. All OCFEC event promoters must significantly increase frequency of sanitation and disinfection measures at all workstations and equipment that come into contact with OCFEC employees and the general public. All OCFEC Business Partners must assess and identify the frequency of necessary sanitation and disinfection practices, and will review and agree upon a sanitation and disinfection schedule with the OCFEC.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

Face coverings and disposable gloves must be worn by all OCFEC Business Partner customer-facing employees. All OCFEC event attendees and visitors must wear appropriate face coverings. Physical barriers, if available, are preferred but not required as the general public will make the personal decision of whether to attend an event at the OCFEC and/or patronize an OCFEC Business Partner. For the benefit of the public, OCFEC employees and Business Partner employees, handwashing or hand sanitizing should be done as soon as possible following the handling of materials that come in contact with the general public.

5. **EVENT ATTENDANCE LIMITATIONS**

Attendance at all OCFEC events, including all move-in and move-out activities, must be limited at any given time, to no more than the current maximum attendance levels permitted by all applicable local and state orders or laws.

OCFEC Business Partners must establish and actively enforce measures to monitor and ensure attendance limitation compliance. If an OFCEC Business Partner fails to comply with event attendance limitations, the OCFEC in its sole and absolute discretion may cancel the event without notice and refer the matter to local law enforcement.

6. **OCFEC BUSINESS PARTNER COMPLIANCE**

OCFEC Business Partners shall make every effort to assure compliance with COVID-19 related mitigation requirements. If an OCFEC Business Partner fails to comply with these COVID-19 Guidelines, the OCFEC in its sole and absolute discretion may close non-compliant event spaces, exhibitor spaces or other such rental spaces, or may cancel the event without notice and refer the matter to local law enforcement.

7. **COVID-19 RELEASE AND WAIVER OF LIABILITY**

As consideration for being permitted to conduct event activities at the OCFEC, OCFEC Business Partners must acknowledge and agree to all COVID-19 Pandemic and related governmental orders, directives and guidelines, and forever release the 32nd District Agricultural Association, the State, California Fair Services Authority ("CFSA"), the County, the Lessor, and any fair affiliated organization, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner's employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner's participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.

8. **EVENT ORGANIZATION PROTOCOLS**

Each OCFEC Business Partner must submit event organization-specific COVID-19 related infection mitigation protocols and procedures for OCFEC review and approval no later thirty (30) days before the event's scheduled move-in date. The OCFEC reserves the right to reject any protocols and procedures that are in conflict with, or are less stringent than, the COVID-19 Guidelines. If the OCFEC rejects the OCFEC Business Partner's COVID-19 related infection mitigation protocols and procedures, the OCFEC Business Partner must resubmit revised infection mitigation protocols and procedures for review no less than fifteen (15) days before the event's scheduled move-in date. If OCFEC Business Partner fails to submit the COVID-19 related infection mitigation protocols and procedures on time, the OCFEC in its sole and absolute discretion may terminate the agreement and cancel the event without notice.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

9. **FURTHER ACTION AS NECESSARY**

The OCFEC reserves the right to modify these COVID-19 Guidelines as circumstances warrant. Specifically, the OCFEC recognizes that additional restrictions not reflected in these guidelines may be necessary to address the health and safety of certain populations depending upon their age or underlying health concerns, or otherwise to address medical issues as they arise.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

I HAVE CAREFULLY READ THIS AGREEMENT EXHIBIT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A CONTRACTUAL AGREEMENT BETWEEN MYSELF AND THE 32ND DISTRICT AGRICULTURAL ASSOCIATION, THE STATE, CFSA, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed on _____, 20____.

OCFEC BUSINESS PARTNER:

_____
Signature

_____
Address

_____
City State ZIP

-End Exhibit F-

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev. 03/2019)

R_____ A_____ F_____

AGREEMENT NUMBER
SA-082-21HB

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
SCOTT PATTERSON F/S/O MOTLEY INC.

2. The term of this Agreement is: **08/15/21** through **08/15/21** **FED ID:**

3. The maximum amount of this Agreement is: **$2,000.00**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work **– To provide "Motley Inc." in The Hangar on August 15 at the 2021 OC Fair. See Page 2 for additional details.**	Pages 1 – 4
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 5
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 6 – 9
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 10 – 13
Exhibit E – Hangar House Rider (Insurance Requirements) (Attached hereto as part of this agreement)	Pages 14 – 18
Exhibit F – Covid-19 Infection Mitigation Protocol & Procedure (Attached hereto as part of this agreement)	Pages 19 – 21

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
SCOTT PATTERSON F/S/O MOTLEY INC.

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Scott Patterson, Owner

CONTRACTOR BUSINESS ADDRESS
29103 Summer Oak Ct. Santa Clarita, CA 91390
(818) 415-5418 atomicpunkstribute@gmail.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Michele Richards, Chief Executive Officer or
Joan Hamill, Chief Business Development Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACT REPRESENTATIVES:

32nd District Agriculture Association
Name: Jeff Willson
Title: Entertainment Supervisor
Phone number: (714) 708-1878

Motley Inc.
Name: Scott Patterson
Title: Owner
Phone number: (818) 415-5418

CONTRACTOR AGREES:

Performance

1. To provide the performance group "Motley Inc. – Tribute to Motley Crue" on Sunday, August 15, 2021. Performing with "Atomic Punks – A Tribute to Early Van Halen."

2. To perform one (1) show approximately 70 - 75 minutes in length on The Hangar stage beginning 8:30 p.m.

Radius

1. The Hangar at The OC Fair has market exclusivity for this performance. No performance or advertising is allowed for events within a 50 mile radius (Southern Los Angeles, Inland Empire and Orange County) for 60 days prior to the performance date.

Press / Media

1. To refer to the performance venue as "The Hangar at the OC Fair" in all advertising and/or communications including, but not limited to, email, websites, social media outlets and print schedules.
2. To provide biographical, press release information, and current performer imagery as necessary.
3. To make band members available for media and/or promotional opportunities (see Exhibit E).
4. To promote this contracted event via Contractor email and mobile (if available) database(s), and web site.
5. All requests for press inclusion (written, photography, videography) at this performance event must be submitted to, and approved by, the OC Fair Communications Department.

Operations / Production

1. Advance performance with Doug Sturgis, the venue Production Manager, at doug@rkde.net.
2. The Hangar stage will be used by community performers during the day, in advance of this contracted performance. The stage will be clear and the venue vacated a minimum of three (3) hours in advance of the performance for load in, sound check and audience load in. It is imperative that Contractor arrive on time and prepared to facilitate load in and sound check during this short window of time.
3. Doors for the event are at approximately 60 minutes prior to the performance start time.
4. This contract is predicated on the fact that Contractor will be using in-house production as is. Any additional production expense will be financial responsibility of the Contractor. This includes, but is not limited to, backline, transportation of any kind, additional risers, musicians or extra talent, hotel accommodations, pyrotechnics, video, etc. (see Exhibit E).

Contractor Rider

1. The venue Production Manager will review any Contractor rider and attempt to make accommodations if possible, however the venue rider for The Hangar is incorporated into this contract and supersedes Contractor rider.

EXHIBIT A – SCOPE OF WORK (CONT.)

Merchandise

1. Contractor sells: District agrees to waive merchandise split.
2. Contractor must provide notification of merchandise sales a minimum of three days prior to the contracted date. Without this notification, there is no guarantee that merchandise tables, chairs, etc., will be provided.

Video Recording

1. Video recording of performances will only be allowed using simple hand-held devices such as cell phones. Tripods, high-resolution video cameras, multiple-camera recording positions, and other devices, for the purposes of this contract known as "professional video recording," will only be allowed with the permission of the OC Fair Entertainment Department. An origination fee of TWO HUNDRED FIFTY DOLLARS ($250.00) is required in order to receive permission to enlist professional video recording services or video equipment.
2. In cases where professional services are permitted, placement of any/all equipment is at the discretion of the venue Production Manager and may not, under any circumstances, interfere with the experience of customers at the event.
3. Contractor may order a live video feed recording of the performance captured by the District for a fee of TWO HUNDRED FIFTY DOLLARS ($250.00), requested through the OC Fair Entertainment Department. Such recordings will be provided to Contractor on a hard drive once payment is received (check or money order only). Contractor agrees to grant OC Fair the right to use recordings in whole or in part for promotional purposes.
4. If Contractor wishes to seek professional video recording services and to secure a live video recording from the District, a fee of THREE HUNDRED FIFTY DOLLARS ($350.00) is required.

Insurance

1. It is understood that this event includes the contracted performer only, and that there is no direct audience participation. If audience participation is to be included, the proper insurance must be arranged through OC Fair & Events Center Business Services.

Ticketing:

1. The District may, at its discretion, offer group discounts up to 20%.
2. The District may, at its discretion, offer two-for-one tickets to its season ticket holders
3. The District may, at its discretion, offer discounts of up to 50% to the public through its ticket service provider.
4. The District may, at its discretion, offer discounts of up to 50% to the public through internet distribution services such as, but not limited to, Groupon, Goldstar, Living Social, etc.

Other

1. The District reserves the right to terminate any contract, at any time, by giving the Contractor notice in writing at least thirty (30) days prior to the date when such terminations shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

EXHIBIT A – SCOPE OF WORK (CONT.)

2. The District's obligations are subject to Act of God, violent storms, riots, wars, labor difficulties, epidemics, and act or order by any public authority of any cause similar or dissimilar beyond the District's control, or in the event of the destruction of the Hangar or adjoining areas of the Fairgrounds by violent weather, fire, or national or local calamity or any unforeseen fulfillment of this Agreement by the District impossible and appearances of the Contractor impossible. If such an occurrence shall occur necessitating the cancellation of any show(s) which shall be mutually agreed upon between the District and the Contractor, then the Contractor shall be paid on a prorated basis for shows(s) performed. When one (1) show only is presented and condition(s) beyond the control of the Contractor and District which would prevent the start of the show at the scheduled time it is mutually agreed that the show can be delayed a maximum of 90 minutes to correct such condition and to present herein.

DISTRICT AGREES:

Payment

1. To pay Contractor a total not to exceed amount of TWO THOUSAND DOLLARS ($2,000.00) upon satisfactory completion of work herein required on Sunday, August 15, 2021. (see Exhibit B and Exhibit E).

Operations / Production

1. To provide The Hangar stage, lights and sound. Backline is not included (see Exhibit E).
2. To provide box office, ticket takers, security, usher staff and concessions.

Accommodations

1. To provide a 10' X 20' dressing room trailer in the backstage area.
2. To provide a deli style meal, bottled water and soft drinks for eight band members, crew and management. Any catering beyond these parameters will be at the sole expense of the Artist (see Exhibit E).

Credentials

1. To provide complimentary parking and admission for band members, crew and management only.
2. To provide twenty (20) complimentary performance tickets upon request. Please request through venue Production Manager at hangarproduction@ocfair.com. Guest tickets include free admission to the OC Fair and the performance event, but do not include parking.

Event Marketing

1. To provide marketing, advertising and promotion as part of the 2021 OC Fair collateral material.

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5770-70

PAYMENT PROVISIONS:

To pay Contractor a total not to exceed amount of TWO THOUSAND DOLLARS ($2,000.00) upon satisfactory completion of work herein required on Sunday, August 15, 2021.

Payment will be made by 32nd District Agricultural Association, State of California-issued check. As an agency of the State of California, the venue is not permitted to provide performance deposits in advance of the performance date.

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Sunday, August 15, 2021, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL:**
   This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
   No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
   Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
   Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
   The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR*:***
   Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:
During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:
Time is of the essence in this Agreement.

13. COMPENSATION:
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:
The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:

For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:

If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE BASED OFF THE SCOPE OF WORK)

CCC-04/2017 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS:
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST:
Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Current State Employees (Pub. Contract Code §10410):
1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):
1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE:
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

6. **RESOLUTION:**
A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. **AIR OR WATER POLLUTION VIOLATION:**
Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. **PAYEE DATA RECORD FORM STD. 204:**
This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES
Performer, Artist, and Contractor (hereinafter referred to as "Contractor") shall adhere to all starting and ending times as indicated in this Agreement.

CURFEW
There is a strict 10:30 p.m. curfew in effect unless an extension of curfew is approved by the 32nd District Agricultural Association (hereinafter referred to as "District") prior to the performance. If this curfew is not adhered to, Contractor shall be liable and subject to litigation and fines by the State of California for breach of contract. These fines shall be one thousand dollars ($1,000.00) per minute for the first five (5) minutes and an additional ten thousand dollars ($10,000.00) for any period thereafter.

PAYMENT
Contractor shall be paid by District check upon completion of performance. There shall be no cash payments and no check cashing shall be authorized. Contractors who are non-residents of California will be subject to State withholding by the Franchise Tax Board at a rate of seven percent (7%) unless a Form 590 has been completed and returned to the District.

PUBLIC ACCESS TO FACILITY
The facility will be open to the public approximately 60 minutes prior to the start of the show. There shall be no exceptions to this stated time. This requirement is necessary to meet safety and crowd control procedures set by the State of California Fire Marshal and the Orange County Sheriff's Department.

DECIBEL LEVEL
Sound pressure levels must not exceed:

1. 85 dB, no weighting, averaged over a 5-minute period at directly backstage. Random readings will be taken throughout sound check and performance.
2. 95 dB, no weighting, averaged over a 5-minute period at FOH.
3. 55 dB, LEQ average in surrounding neighborhoods (distance is typically 1,000 feet or more from the Hangar FOH location).
4. If any one (1) of the above conditions is exceeded, regardless of compliance in the remaining areas, Contractor will be asked to reduce levels to comply.

House sound will include stage monitors. District Agrees to use Contractor's monitor system, at Contractor's request, at no additional cost to the District.

Contractor shall be bound by the sound covenant and shall at all times during any pre-concert sound checks and the concert operate within the sound restrictions. Contractor agrees that upon discovery or notification of any occurrence of sound level exceedance by either the District, or a designated sound monitor or other designee, Contractor shall immediately adjust the sound level to come into compliance with sound level specifications. If repeated sound level violations occur within concert performance after such notification, Contractor agrees to immediately terminate the concert.

In addition to the above terms, Contractor agrees that the District, in exercise of its discretion and judgment, retains all rights to adjust the sound level or terminate the concert performance as it may deem necessary to ensure compliance with the sound restrictions.

MEDIA - WEBSITE
The District requires that the Contractor place specific information about the contracted event at the OC Fair on its website. Information should include the entertainer's name, date, time of performance(s) at the OC Fair, and a web link to OC Fair website (www.ocfair.com).

MEDIA - INTERVIEW
The District also requests that the Contractor consent to at least one (1), fifteen (15)-minute promotional interview with a local radio station in advance of their performance at the OC Fair. Radio station to be selected by the District.

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

MEDIA - VIDEO
Local affiliates of national television networks, upon issuance of proper District press credentials and approval of Contractor's representative, shall be allowed to videotape up to three (3) minutes of performance for news purposes only. The District actively discourages all non-legitimate videotaping activity.

MEDIA - STILL PHOTOGRAPHY
Representatives of legitimate press organizations, upon issuance of proper District press credentials, shall be allowed to photograph a portion of the performance for review purposes only. The District actively discourages all non-legitimate use of still photography.

MEET & GREETS
The District requests that the Contractor participate in a pre-performance or post-performance meet & greet as arranged by the venue.

PRODUCTION
This contract is predicated on the fact that Contractor will be using in-house production as is. The District will provide The Hangar stage, lights and sound. Backline is not included. Approximately two (2) hours are allotted to set the stage and perform soundcheck.

Any additional gear required will be at the sole expense of the Contractor. This includes but is not limited to: backline, transportation, additional riser(s), musicians or additional talent, pyrotechnics, etc. Any labor required to strike and restore changes to existing truss system is at the sole expense of the Contractor.

The Contractor is welcome to bring additional production equipment, such as monitor systems, FOH console(s), lighting console(s), and additional lighting fixtures to be added to the pre-existing truss system. The cost of setting up additional equipment is the sole responsibility of the Contractor.

If seats are killed as a result of any gear that is brought in specifically for a Hangar performance, the Contractor will be charged back the face value of the killed seats plus any refund amount required to relocate guests who have purchased seats the must be killed.

SOUND AND LIGHTS
Contractor agrees to use District-provided industry standard sound and lighting equipment. Any other expense for gear and associated labor to install, strike or cause any other expense is at the sole cost of the Contractor.

RENTAL EQUIPMENT
The District may provide, but will not be responsible for payment of rental equipment, unless otherwise specifically stated in this Agreement.

HOSPITALITY
The District may provide meal service, when contracted, chosen from a District-determined menu. District will use Contractor's contract rider as a guide, but will be the final determiner of the meal that is served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e., tour bus food service) may be requested by the Contractor at the Contractor's expense from the on-site caterer. The District will not provide alcohol, tobacco, vape and cannabis products, nor will runners be available to secure these items. The OC Fair is a smoke-free event and the use of tobacco, vape and cannabis therein is strictly forbidden.

SPONSORSHIPS
The District's sponsorships will take precedence over Contractor's sponsorships. Contractors who have a sponsor will receive one-half (1/2) the number of signs, posters, impressions compared to the number of the District's sponsor. Contractor's sponsorship signage may be used only with District Management's approval. The District's CEO and sponsorship manager shall be notified prior to the signing of this Agreement of any potential conflicts related to sponsors. Contractors shall not receive any revenues from District sponsorships.

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

The Hangar is eligible for two (2) sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Hangar.

FORCE MAJEURE CLAUSE

The District's obligations are subject to Act of God, violent storms, riots, wars, labor difficulties, epidemics, and act or order by any public authority of any cause similar or dissimilar beyond the District's control, or in the event of the destruction of the Hangar or adjoining areas of the Fairgrounds by violent weather, fire, or national or local calamity or any unforeseen fulfillment of this Agreement by the District impossible and appearances of the Contractor impossible. If such an occurrence shall occur necessitating the cancellation of any show(s) which shall be mutually agreed upon between the District and the Contractor, then the Contractor shall be paid on a prorated basis for shows(s) performed. When one (1) show only is presented and condition(s) beyond the control of the Contractor and District which would prevent the start of the show at the scheduled time it is mutually agreed that the show can be delayed a maximum of 90 minutes to correct such condition and to present herein.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers' Compensation Insurance for its employees as required by law. Prior to date of performance, all performers shall submit to the District proof of valid Workers' Compensation Insurance coverage for all of their employees, unless performer has certified on Payee Data Record – STD. 204, that he/she is a sole proprietor and has no employees. It is mutually agreed that the District is relying upon the Contractor's specific representation and warranty that it has the proper Workers Compensation Insurance and that the Contractor will indemnify and hold harmless the District in the event it did not have the insurance.

Contractor further certifies that by signing this Agreement, Contractor will comply with such provisions under Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code immediately upon hiring any employee and before commencing the performance of this Agreement.

INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, and employees from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents).

COPYRIGHT INFRINGEMENT INDEMNIFICATION

Contractor warrants and represents that no musical, literary, or artistic work or other property protected by copyright will be performed, reproduced or used in the performance of this Agreement unless Contractor has previously thereto obtained written permission from the copyright holder or is otherwise exempt under 17 U.S.C. §§110:

"notwithstanding the provisions of Section 106, the following are not infringements of copyright:…

(6) performance of a nondramatic musical work by a governmental body or a nonprofit agricultural or horticultural organization, in the course of an annual agricultural or horticultural fair or exhibition conducted by such body or organization; the exemption provided by this clause shall extend to any liability for copyright infringement that would otherwise be imposed on such body or organization, under doctrines of vicarious liability or related infringement for a performance by a concessionaire, business establishment, or other person at such fair or exhibition, but shall not excuse any such person from liability for the performance."

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

Contractor acknowledges that Contractor acts under this Agreement as an independent contractor charged with the responsibility, in Contractor's sole discretion, for selection, performance, reproduction and use of such musical, literary and artistic works as contractor deems appropriate and that Contractor undertakes strict compliance with all laws respecting copyrights and the performance, reproduction and use of musical, literary and artistic works.

Contractor warrants that in the performance of this Agreement, Contractor will not infringe any statutory, common law or other right of any person in performing, reproducing or otherwise making use of any work or material. Contractor will indemnify, save and hold harmless the State and its agencies, including District, and their officers, agents, employees and servants from and against all claims, costs, and expenses (including legal fees), demands, actions and liability of every kind and character whatsoever with respect to copyright and the performance, reproduction and use of musical, literary and artistic works. Contractor authorizes the withholding of payment under this Agreement pending the final disposition of any claim which may result from the foregoing indemnification.

MISCELLANEOUS

The performance may be emceed by (i.e. "welcomed by") a local market radio station personality. In no way shall this be considered a "co-promotion" or "presented by" situation. Contractor shall be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall provide to the District any and all available materials, specifically to include biographical information, photographs, audio and/or video tapes (beta only) for District's use in promotional, collateral and advertising material for this event/performance.

All promotional, collateral and advertising material for the event will be developed and approved by the District. This material will be executed in a festival-style approach. All Contractor names including spelling, capitalization, and addendums must be designated in contracts. Changes cannot be made after the contract has been finalized.

Contractor will not have prior approval of any Fair-related promotional or advertising material. All Contractor guidelines must be outlined in contracts and will be incorporated as indicated.

No preferential changes of images provided by Contractor's management or publicity agents will be permitted unless provided image is no longer valid due to personnel changes.

CONTRACTOR COMPLIMENTARY TICKETS

The District will provide the Contractor with a reasonable number of complimentary concert tickets. The amount will be negotiated at the point of booking and any tickets past that amount must be purchased by the Contractor. Should the show carry a co-headliner, support or an opening act, that number will be reduced proportionately. Contractor's guests will be subject to a parking charge at the event. If available, the Contractor may purchase additional tickets through the OC Fair box office.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

PROFANE OR OBSCENE LANGUAGE

This is a State of California facility and all performances will be viewed by adults and children alike. The use of profane or obscene language or gestures will not be tolerated. Any display of such language or gestures by any contracted performer, their crew, or their representatives or associates while in the view or earshot of any Fair guest will be a finable offense subject to ONE THOUSAND DOLLARS ($1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

OFFENSIVE OR POLITICAL STATEMENTS OR PROPS

The display of offensive, political or controversial statements, slogans, flags (specifically the Confederate flag) or emblems as part of branding or decoration will not be tolerated. Any display by any contracted performer, their crew, or their representatives or associates while in the view of any Fair guest will be a finable offense subject to ONE THOUSAND DOLLARS ($1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.

CONFLICT OF LAWS OR TERMS

It is expressly understood and agreed that this Agreement shall be governed by the laws of the State of California both substantive and procedural. In the case of conflict between the District/State Documents and Contractor's Documents, the District/State Documents shall prevail if the parties can not mutually agree upon a resolution of the conflict.

CONTRACTOR'S POWER AND AUTHORITY

Contractor or Contractor's designee as signatory to this Agreement is empowered and has the authority to enter into this Agreement and bind Contractor to the terms and conditions contained herein. If the Contractor is not signing and contracting in own name to perform the entertainment services, then whatever business entity is signing and contracting to provide the services of the Contractor shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation "F/S/O" (for the services of) and immediately followed by the name of the performing Contractor on the preprinted blank line on the first page.

-End Exhibit E-

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

V06042020

1. **SCOPE**
As a result of the worldwide COVID-19 pandemic, the 32nd District Agricultural Association (OCFEC) implemented numerous essential protocols and procedures to protect OCFEC staff, renters, event promoter/producer employees, exhibitors, vendors, contractors, subcontractors, volunteers and members of the public. These protocols and procedures do not supersede or replace any existing orders issued by local governments, the State of California or the Federal Government. The protocol and procedure guidelines (COVID-19 Guidelines) apply equally to all organizations and persons doing business on OCFEC property, both public and private, and all event types, commercial, trade or other, hosted at the OCFEC.

2. **SICK, ELDERLY AND VULNERABLE PERSONS**
Anyone who feels sick should remain at home. In addition, high-risk persons who are over 65 years of age, or anyone with chronic illness or underlying medical conditions, should continue to follow recommendations to stay at home and limit public interaction.

3. **PHYSICAL DISTANCING IN THE WORKPLACE**
Physical distancing of a minimum of six (6) feet should be maintained between customer-facing employees and the general public, and – to the extent practical – between employees in the field or at employee workstations. Where isolation of employees in the field or at employee workstations is impractical, face coverings must be worn without exception.

4. **HANDWASHING, PERSONAL PROTECTIVE EQUIPMENT, AND TESTING**
Renters, event promoters, event producers, exhibitors, vendors, and their respective contractors, subcontractors and volunteers (collectively, “Business Partners”) conducting business at the OCFEC must require all customer-facing employees to either wash their hands or use hand sanitizer every thirty minutes, or wear disposable gloves which are to be changed as frequently as specified by guidelines established for each applicable job assignment. Face coverings must be provided to all employees.

Before starting a shift, all OCFEC employees and all Business Partner employees, must have their temperatures taken and documented, and individual(s) will not be permitted to remain at work if the temperature reading exceeds 100.4 degrees (°) Fahrenheit. Affected individual(s) may only return to work after registering and documenting their temperature reading below 100.4° Fahrenheit for seventy-two (72) consecutive hours.

All OCFEC event attendees, before entering OCFEC premises, must have their temperatures taken and documented. Any OCFEC event attendee with a temperature reading above 100.4° Fahrenheit will not be permitted to attend the event and will be required to immediately leave the OCFEC premises. Paid admission/parking fee refunds will be subject to processing schedule.

All competitive professional and amateur sports participants, including youth sports participants, must be tested for COVID-19 at least one (1) week before the date of the scheduled competition, and will not be permitted to compete if the intended participant tests positive for COVID-19. If the intended participant tests positive for COVID-19, he/she will not be allowed to participate in any activities at the OCFEC until after (i) receiving a negative result on a subsequent COVID-19 test and (ii) satisfying the specified 14-day (or otherwise governmentally specified) COVID-19 quarantine period.

OCFEC Business Partners should make every effort to limit physical touch points at their respective places of business, including at the OCFEC. All OCFEC event promoters must significantly increase frequency of sanitation and disinfection measures at all workstations and equipment that come into contact with OCFEC employees and the general public. All OCFEC Business Partners must assess and identify the frequency of necessary sanitation and disinfection practices, and will review and agree upon a sanitation and disinfection schedule with the OCFEC.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

Face coverings and disposable gloves must be worn by all OCFEC Business Partner customer-facing employees. All OCFEC event attendees and visitors must wear appropriate face coverings. Physical barriers, if available, are preferred but not required as the general public will make the personal decision of whether to attend an event at the OCFEC and/or patronize an OCFEC Business Partner. For the benefit of the public, OCFEC employees and Business Partner employees, handwashing or hand sanitizing should be done as soon as possible following the handling of materials that come in contact with the general public.

5. **EVENT ATTENDANCE LIMITATIONS**

Attendance at all OCFEC events, including all move-in and move-out activities, must be limited at any given time, to no more than the current maximum attendance levels permitted by all applicable local and state orders or laws.

OCFEC Business Partners must establish and actively enforce measures to monitor and ensure attendance limitation compliance. If an OFCEC Business Partner fails to comply with event attendance limitations, the OCFEC in its sole and absolute discretion may cancel the event without notice and refer the matter to local law enforcement.

6. **OCFEC BUSINESS PARTNER COMPLIANCE**

OCFEC Business Partners shall make every effort to assure compliance with COVID-19 related mitigation requirements. If an OCFEC Business Partner fails to comply with these COVID-19 Guidelines, the OCFEC in its sole and absolute discretion may close non-compliant event spaces, exhibitor spaces or other such rental spaces, or may cancel the event without notice and refer the matter to local law enforcement.

7. **COVID-19 RELEASE AND WAIVER OF LIABILITY**

As consideration for being permitted to conduct event activities at the OCFEC, OCFEC Business Partners must acknowledge and agree to all COVID-19 Pandemic and related governmental orders, directives and guidelines, and forever release the 32nd District Agricultural Association, the State, California Fair Services Authority ("CFSA"), the County, the Lessor, and any fair affiliated organization, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner's employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner's participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.

8. **EVENT ORGANIZATION PROTOCOLS**

Each OCFEC Business Partner must submit event organization-specific COVID-19 related infection mitigation protocols and procedures for OCFEC review and approval no later thirty (30) days before the event's scheduled move-in date. The OCFEC reserves the right to reject any protocols and procedures that are in conflict with, or are less stringent than, the COVID-19 Guidelines. If the OCFEC rejects the OCFEC Business Partner's COVID-19 related infection mitigation protocols and procedures, the OCFEC Business Partner must resubmit revised infection mitigation protocols and procedures for review no less than fifteen (15) days before the event's scheduled move-in date. If OCFEC Business Partner fails to submit the COVID-19 related infection mitigation protocols and procedures on time, the OCFEC in its sole and absolute discretion may terminate the agreement and cancel the event without notice.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

9. **FURTHER ACTION AS NECESSARY**

The OCFEC reserves the right to modify these COVID-19 Guidelines as circumstances warrant. Specifically, the OCFEC recognizes that additional restrictions not reflected in these guidelines may be necessary to address the health and safety of certain populations depending upon their age or underlying health concerns, or otherwise to address medical issues as they arise.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

I HAVE CAREFULLY READ THIS AGREEMENT EXHIBIT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A CONTRACTUAL AGREEMENT BETWEEN MYSELF AND THE 32ND DISTRICT AGRICULTURAL ASSOCIATION, THE STATE, CFSA, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed on _____, 20____.

OCFEC BUSINESS PARTNER:

_____
Signature

_____
Address

_____
City State ZIP

-End Exhibit F-

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev. 03/2019)

R_____ A_____ F_____

AGREEMENT NUMBER
SA-065-21GE

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
KAREN BARNARD

2. The term of this Agreement is: **07/16/2021** through **08/15/2021** **FED ID:**

3. The maximum amount of this Agreement is: **$13,800.00**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work **– To provide "Katie the Clown" at the 2021 OC Fair, July 16 – August 15. See Page 2 for additional details.**	Pages 1 – 3
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 4
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 5 – 8
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 9 – 12
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 13 – 15
Exhibit F – Covid-19 Infection Mitigation Protocol & Procedure (Attached hereto as part of this agreement)	Pages 16 – 18

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
KAREN BARNARD

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Mike Barnard, Performer

CONTRACTOR BUSINESS ADDRESS
P. O. Box 616, Sylvester, GA 31791
(229) 881-0474 tadpole123@me.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Michele Richards, Chief Executive Officer or
Joan Hamill, Chief Business Development Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACT REPRESENTATIVES:

32nd District Agriculture Association
Name: Jeff Willson
Title: Entertainment Supervisor
Phone number: (714) 708-1878

Katie the Clown
Name: Karen Barnard
Title: NA
Phone number: (229) 881-0474

CONTRACTOR AGREES:

1. To provide roaming grounds entertainment as "Katie the Clown" from July 16 – August 15 at the 2021 OC Fair.
2. Performance times shall be designated and communicated by the District.
3. To participate in the grounds performer parade on Saturdays and Sundays.
4. All performances will be viewed by adults and children alike. The use of profane or obscene language or gestures will not be tolerated. Any display of such language or gestures by any performer or their representatives while in the view or earshot of the public will be a finable offense subject to ONE THOUSAND DOLLARS ($1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.
5. Being impaired or under the influence of legal or illegal drugs or alcohol will not be permitted. Alcohol will not be consumed before or on stage during the performance.
6. The OC Fair is a smoke, vape and cannabis-free event and their use is strictly forbidden in all public areas inside the fairgrounds.
7. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have all been processed through Megan's Law screening and each certified by the Contractor not to be a registered sex offender per the Megan's Law registry.
8. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.
9. The District's obligations are subject to Act of God, violent storms, riots, wars, labor difficulties, epidemics, and act or order by any public authority of any cause similar or dissimilar beyond the District's control, or in the event of the destruction of the Hangar or adjoining areas of the Fairgrounds by violent weather, fire, or national or local calamity or any unforeseen fulfillment of this Agreement by the District impossible and appearances of the Contractor impossible. If such an occurrence shall occur necessitating the cancellation of any show(s) which shall be mutually agreed upon between the District and the Contractor, then the Contractor shall be paid on a prorated basis for shows(s) performed. When one (1) show only is presented and condition(s) beyond the control of the Contractor and District which would prevent the start of the show at the scheduled time it is mutually agreed that the show can be delayed a maximum of 90 minutes to correct such condition and to present herein.

DISTRICT AGREES:

1. To pay Contractor a total sum not to exceed THIRTEEN THOUSAND EIGHT HUNDRED DOLLARS ($13,800.00) upon satisfactory completion of services herein required. Payment schedule is as follows:
   A. SIX THOUSAND DOLLARS ($6,000.00) for services completed through Thursday, July 29, 2021. Payment shall be made on Friday, July 30, 2021.
   B. SEVEN THOUSAND EIGHT HUNDRED DOLLARS ($7,800.00) for services completed starting Friday, July 30, 2021 through Sunday, August 15, 2021. Payment shall be made on Sunday, August 15, 2021.

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5780-70

PAYMENT PROVISIONS:

To pay Contractor a total sum not to exceed THIRTEEN THOUSAND EIGHT HUNDRED DOLLARS ($13,800.00) upon satisfactory completion of services herein required. Payment schedule is as follows:

A. SIX THOUSAND DOLLARS ($6,000.00) for services completed through Thursday, July 29, 2021. Payment shall be made on Friday, July 30, 2021.
B. SEVEN THOUSAND EIGHT HUNDRED DOLLARS ($7,800.00) for services completed starting Friday, July 30 through Sunday, August 15, 2021. Payment shall be made on Sunday, August 15, 2021.

Payment will be made by 32nd District Agricultural Association, State of California-issued check. As an agency of the State of California, the venue is not permitted to provide performance deposits in advance of the performance date.

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Sunday, July 30, 2021, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL:**
   This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
   No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
   Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
   Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
   The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR*:***
   Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:
During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:
Time is of the essence in this Agreement.

13. COMPENSATION:
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:
The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:

For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:

If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE BASED OFF THE SCOPE OF WORK)

CCC-04/2017 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS:
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST:
Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Current State Employees (Pub. Contract Code §10410):
1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):
1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE:
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

6. **RESOLUTION:**
   A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. **AIR OR WATER POLLUTION VIOLATION:**
   Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. **PAYEE DATA RECORD FORM STD. 204:**
   This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority #19-02

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate – The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. Coverages:

   a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall be not less than **$5,000,000 per occurrence** for Fairtime Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **$5,000,000 per occurrence** for the following types of Motorized Events: automobile races, drifting exhibitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, enduro, pro stock; **$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races; **$3,000,000 per occurrence** for Rodeo Events all types **with a paid gate** and any Rough Stock events; **$2,000,000 per occurrence** for Rodeo Events All Types **without a paid gate** and with any Rough Stock events and for Swap Meets/Flea Markets held two or more times per calendar year; **$2,000,000 per occurrence** for the following Motorized events: car jumping contests/demonstrations of hydraulic modifications to automobiles; **$2,000,000 per occurrence** for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Cannabis Festivals/Trade Shows, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; **$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events**; $1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

   The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the contractor/renter's activities, or business to be conducted under the contract or rental agreement/lease, must be listed in the Certificate of Insurance. If there is a self-insured retention or deductible in the contractor/renter's coverage equal to or in excess of $100,000, the self-insured retention/deductible amount shall be included as part of the Certificate of Insurance. A copy of the contractor/renter's policy declaration page containing this information as an attachment/exhibit to the Certificate of Insurance will be acceptable, provided it contains all the aforementioned information.

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than $1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.

c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

d. Medical Malpractice - Medical Malpractice coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving medical services.

e. Liquor Liability - Liquor Liability coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

5. Certificate Holder:
   - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
   - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

B. CFSA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

C. Master Certificates - A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.

2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.

2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.

3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.

4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

-End Exhibit E-

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

V06042020

1. **SCOPE**
As a result of the worldwide COVID-19 pandemic, the 32nd District Agricultural Association (OCFEC) implemented numerous essential protocols and procedures to protect OCFEC staff, renters, event promoter/producer employees, exhibitors, vendors, contractors, subcontractors, volunteers and members of the public. These protocols and procedures do not supersede or replace any existing orders issued by local governments, the State of California or the Federal Government. The protocol and procedure guidelines (COVID-19 Guidelines) apply equally to all organizations and persons doing business on OCFEC property, both public and private, and all event types, commercial, trade or other, hosted at the OCFEC.

2. **SICK, ELDERLY AND VULNERABLE PERSONS**
Anyone who feels sick should remain at home. In addition, high-risk persons who are over 65 years of age, or anyone with chronic illness or underlying medical conditions, should continue to follow recommendations to stay at home and limit public interaction.

3. **PHYSICAL DISTANCING IN THE WORKPLACE**
Physical distancing of a minimum of six (6) feet should be maintained between customer-facing employees and the general public, and – to the extent practical – between employees in the field or at employee workstations. Where isolation of employees in the field or at employee workstations is impractical, face coverings must be worn without exception.

4. **HANDWASHING, PERSONAL PROTECTIVE EQUIPMENT, AND TESTING**
Renters, event promoters, event producers, exhibitors, vendors, and their respective contractors, subcontractors and volunteers (collectively, “Business Partners”) conducting business at the OCFEC must require all customer-facing employees to either wash their hands or use hand sanitizer every thirty minutes, or wear disposable gloves which are to be changed as frequently as specified by guidelines established for each applicable job assignment. Face coverings must be provided to all employees.

Before starting a shift, all OCFEC employees and all Business Partner employees, must have their temperatures taken and documented, and individual(s) will not be permitted to remain at work if the temperature reading exceeds 100.4 degrees (°) Fahrenheit. Affected individual(s) may only return to work after registering and documenting their temperature reading below 100.4° Fahrenheit for seventy-two (72) consecutive hours.

All OCFEC event attendees, before entering OCFEC premises, must have their temperatures taken and documented. Any OCFEC event attendee with a temperature reading above 100.4° Fahrenheit will not be permitted to attend the event and will be required to immediately leave the OCFEC premises. Paid admission/parking fee refunds will be subject to processing schedule.

All competitive professional and amateur sports participants, including youth sports participants, must be tested for COVID-19 at least one (1) week before the date of the scheduled competition, and will not be permitted to compete if the intended participant tests positive for COVID-19. If the intended participant tests positive for COVID-19, he/she will not be allowed to participate in any activities at the OCFEC until after (i) receiving a negative result on a subsequent COVID-19 test and (ii) satisfying the specified 14-day (or otherwise governmentally specified) COVID-19 quarantine period.

OCFEC Business Partners should make every effort to limit physical touch points at their respective places of business, including at the OCFEC. All OCFEC event promoters must significantly increase frequency of sanitation and disinfection measures at all workstations and equipment that come into contact with OCFEC employees and the general public. All OCFEC Business Partners must assess and identify the frequency of necessary sanitation and disinfection practices, and will review and agree upon a sanitation and disinfection schedule with the OCFEC.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

Face coverings and disposable gloves must be worn by all OCFEC Business Partner customer-facing employees. All OCFEC event attendees and visitors must wear appropriate face coverings. Physical barriers, if available, are preferred but not required as the general public will make the personal decision of whether to attend an event at the OCFEC and/or patronize an OCFEC Business Partner. For the benefit of the public, OCFEC employees and Business Partner employees, handwashing or hand sanitizing should be done as soon as possible following the handling of materials that come in contact with the general public.

5. **EVENT ATTENDANCE LIMITATIONS**

Attendance at all OCFEC events, including all move-in and move-out activities, must be limited at any given time, to no more than the current maximum attendance levels permitted by all applicable local and state orders or laws.

OCFEC Business Partners must establish and actively enforce measures to monitor and ensure attendance limitation compliance. If an OFCEC Business Partner fails to comply with event attendance limitations, the OCFEC in its sole and absolute discretion may cancel the event without notice and refer the matter to local law enforcement.

6. **OCFEC BUSINESS PARTNER COMPLIANCE**

OCFEC Business Partners shall make every effort to assure compliance with COVID-19 related mitigation requirements. If an OCFEC Business Partner fails to comply with these COVID-19 Guidelines, the OCFEC in its sole and absolute discretion may close non-compliant event spaces, exhibitor spaces or other such rental spaces, or may cancel the event without notice and refer the matter to local law enforcement.

7. **COVID-19 RELEASE AND WAIVER OF LIABILITY**

As consideration for being permitted to conduct event activities at the OCFEC, OCFEC Business Partners must acknowledge and agree to all COVID-19 Pandemic and related governmental orders, directives and guidelines, and forever release the 32nd District Agricultural Association, the State, California Fair Services Authority ("CFSA"), the County, the Lessor, and any fair affiliated organization, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner's employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner's participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.

8. **EVENT ORGANIZATION PROTOCOLS**

Each OCFEC Business Partner must submit event organization-specific COVID-19 related infection mitigation protocols and procedures for OCFEC review and approval no later thirty (30) days before the event's scheduled move-in date. The OCFEC reserves the right to reject any protocols and procedures that are in conflict with, or are less stringent than, the COVID-19 Guidelines. If the OCFEC rejects the OCFEC Business Partner's COVID-19 related infection mitigation protocols and procedures, the OCFEC Business Partner must resubmit revised infection mitigation protocols and procedures for review no less than fifteen (15) days before the event's scheduled move-in date. If OCFEC Business Partner fails to submit the COVID-19 related infection mitigation protocols and procedures on time, the OCFEC in its sole and absolute discretion may terminate the agreement and cancel the event without notice.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

9. **FURTHER ACTION AS NECESSARY**

The OCFEC reserves the right to modify these COVID-19 Guidelines as circumstances warrant. Specifically, the OCFEC recognizes that additional restrictions not reflected in these guidelines may be necessary to address the health and safety of certain populations depending upon their age or underlying health concerns, or otherwise to address medical issues as they arise.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

I HAVE CAREFULLY READ THIS AGREEMENT EXHIBIT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A CONTRACTUAL AGREEMENT BETWEEN MYSELF AND THE 32ND DISTRICT AGRICULTURAL ASSOCIATION, THE STATE, CFSA, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed on _____, 20____.

OCFEC BUSINESS PARTNER:

_____
Signature

_____
Address

_____
City State ZIP

-End Exhibit F-

STATE OF CALIFORNIA
STANDARD AGREEMENT **R_____ A_____ F_____**
STD 213 (Rev. 03/2019)

AGREEMENT NUMBER
SA-066-21LS

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
ALLEN MESICK

2. The term of this Agreement is: 08/03/2021 through 08/16/2021 **FED ID:**

3. The maximum amount of this Agreement is: **$5,700.00**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work **–** Educational Livestock Exhibit and Display at 2021 OC Fair	Pages 2-3
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 4
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 5-8
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 9 – 12
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 13 – 15
Exhibit F – OCFEC Megan's Law Screening & Certification Form (Attached hereto as part of this agreement)	Pages 16 – 17
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 18 – 19
Exhibit H – Additional Contract Terms & Conditions (Attached hereto as part of this agreement)	Pages 20 – 24
Exhibit I – COVID-19 Infection Mitigation Protocol & Procedure Guidelines (Attached hereto as part of this agreement)	Pages 25 - 27

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
ALLEN MESICK

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Allen Mesick

CONTRACTOR BUSINESS ADDRESS
33995 Black Mountain Road, Tollhouse, CA 93667
(559) 696-8751, email: allenwestbound854@gmail.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND District Agricultural Association/OC Fair & Event Center

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Joan Hamill, Chief Business Development Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK

CONTRACT REPRESENTATIVES
32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER
Evy Young, Agriculture Education Supervisor
Phone Number (714) 708- 1925

ALLEN MESICK
Allen Mesick, Member
(559) 696-8751

CONTRACTOR AGREES:

1. To provide educational livestock exhibit and display in the Livestock area from August 4 - August 15 for the 2021 OC Fair.

2. To participate in the Animal Welfare meeting on Thursday, July 15, 2021 at 11:30 a.m. in the Livestock Department Office. Contractor must adhere to animal welfare policies, including regular veterinary inspections provided by the official OC Fair veterinarian.

3. To provide Angora goats, wool breed sheep, donkeys and different breeds of rabbits and/or cavies to be used for display.

4. To set up the exhibit on Tuesday, August 3, 2021 at a time to be determined by the District.

5. To staff the exhibit during all hours of operation, including, but not limited to:
    - Wednesdays and Thursday, from 10:00 a.m. - 10:00 p.m.
    - Fridays and Saturdays, from 10:00 a.m. – 11 p.m.
    - Sundays, from 10:00 a.m. – 9:00 p.m.

6. To supply tools, equipment and/or tack necessary to maintain exhibit, including daily cleaning, feeding, providing fresh water and monitoring of animals.

7. To provide information to the District for educational signage.

8. To remove the exhibit and all display materials by Monday, August 16, 2021, at a time to be arranged with the District. Contractor must receive approval from the District prior to teardown.

9. To provide professional, customer friendly service during OC Fair hours and adhere to the District's standard of Conduct Policies.

10. To provide high-quality care for the animals involved for the duration of the contract. State personnel have the right to inspect animals and their accommodations.

11. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening, and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.

12. The State reserves the right to terminate any contract at any time without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the State of further payment, obligations, and/or performances required by the terms of the contract.

DISTRICT AGREES:

1. To provide exhibit space in the Livestock area.

2. To provide pens and cages for animals to be housed in, exact size to be determined by the District.

3. To provide signage with Contractor's name, contact information and educational material.

4. To provide feed (alfalfa hay) and bedding for animals on display.

5. To provide necessary admission credentials and parking passes to Contractor.

6. To provide Special Event Liability Insurance (SELI), which will satisfy the General Liability requirement as listed in Exhibit E – Insurance Requirements, and as attached hereto and incorporated herein. Contractor is responsible for providing evidence of coverage for Automobile Liability and/or Workers' Compensation insurance, as applicable.

7. To pay Contractor a total sum not to exceed FIVE THOUSAND SEVEN HUNDRED DOLLARS ($5,700.00) upon satisfactory completion of services required herein. Payment will be made Net 30 and delivered via US Mail.

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5100-62

PAYMENT PROVISIONS:

Payment will be made Net 30 upon satisfactory completion of services herein required and upon receipt of proper invoice.

Invoice shall be itemized and contain the District's Purchase Order number 50257. Invoice to be sent via email to AP@ocfair.com or mailed as follows:

OC Fair & Event Center
Attn: Accounts Payable
88 Fair Drive
Costa Mesa, CA 92626

Contractor to receive a total sum not to exceed FIVE THOUSAND SEVEN HUNDRED DOLLARS ($5,700.00) upon satisfactory completion of services required herein. Payment will be made Net 30 and delivered via US Mail.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL:**
   This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
   No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
   Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
   Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
   The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR*:***
   Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:
During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:
Time is of the essence in this Agreement.

13. COMPENSATION:
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:
The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)
Page 3 of 4

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC 04/2017 / CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)
Page 2 of 4

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:**
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. **GENDER IDENTITY**:
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)
Page 3 of 4

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)
Page 4 of 4

4. CONTRACTOR NAME CHANGE:
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:
A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION:
Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:
This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS
Page 1 of 3

California Fair Services Authority #19-02

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate – The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. Coverages:

   a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall be not less than **$5,000,000 per occurrence** for Fairtime Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **$5,000,000 per occurrence** for the following types of Motorized Events: automobile races, drifting exhibitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, enduro, pro stock; **$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races; **$3,000,000 per occurrence** for Rodeo Events all types **with a paid gate** and any Rough Stock events; **$2,000,000 per occurrence** for Rodeo Events All Types **without a paid gate** and with any Rough Stock events and for Swap Meets/Flea Markets held two or more times per calendar year; **$2,000,000 per occurrence** for the following Motorized events: car jumping contests/demonstrations of hydraulic modifications to automobiles; **$2,000,000 per occurrence** for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Cannabis Festivals/Trade Shows, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; **$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events**; $1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

   The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the contractor/renter's activities, or business to be conducted under the contract or rental agreement/lease, must be listed in the Certificate of Insurance. If there is a self-insured retention or deductible in the contractor/renter's coverage equal to or in excess of $100,000, the self-insured retention/deductible amount shall be included as part of the Certificate of Insurance. A copy of the contractor/renter's policy declaration page containing this

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)
Page 2 of 3

information as an attachment/exhibit to the Certificate of Insurance will be acceptable, provided it contains all the aforementioned information.

b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than $1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.

c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

d. Medical Malpractice - Medical Malpractice coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving medical services.

e. Liquor Liability - Liquor Liability coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

5. Certificate Holder:
   - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
   - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

B. CFSA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

C. Master Certificates - A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)
Page 3 of 3

performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.

2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.

2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.

3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.

4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

-End Exhibit E-

EXHIBIT F – MEGAN'S LAW SCREENING CERTIFICATION AND LISTING

OC Fair & Event Center

This form must be completed legibly, with all information requested. Typewritten or computer-generated forms or reports may be substituted provided that: all required information is included in columnar form, and the listing report is attached to this form. The certification section must be signed by an authorized representative of the contractor.

Company/Organization Name: _____

Contact Name: _____ **Contact Telephone :**_____

Type of Company/Organization (Circle one):	**Contractor**	**Consultant**	**Concessionaire**
	Entertainer	**Exhibitor**	**Volunteer**

Other/Explanation if Needed: _____

The undersigned represents and warrants that attached to this Megan's Law Screening Certification and Listing is a full, true, correct, complete, and accurate listing of all persons scheduled to work or volunteer for the company/organization identified above ("Contractor") during the annual OC Fair or Imaginology. If any other or additional individuals will be performing work, labor, or services, I understand that my company/organization is required to submit a supplemental listing(s) identifying those individuals.

The undersigned represents and warrants that all persons and individuals performing services on behalf of Contractor, including, but not limited to, its agents, employees, subcontractors, and volunteers have been screened for sex offender registration before each individual commenced work, services, and/or was present at the OCFEC facility. The undersigned represents and warrants that no individual who is a registered sex offender will be assigned or permitted to perform services on behalf of Contractor at or on OCFEC premises.

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless OCFEC from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorney's fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of Contractor's obligations under this Megan's Law Screening Certification and Listing, regardless of responsibility of negligence; by reason of death, injury, property damage, however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Contractor, or any of its employees or agents).

The undersigned represents and warrants that he/she is fully authorized to execute this Megan's Law Screening Certification and Listing on behalf of Contractor.

_____ _____
Company/Organization Representative's Signature Title of Representative

_____ _____
Printed Name Date

EXHIBIT F – MEGAN'S LAW SCREENING CERTIFICATION AND LISTING (CONT.)
OC Fair & Event Center
Page 2 of 2

Megan's Law Screening Listing

Full Name (Last, First Middle)	Full Name (Last, First Middle)

Please duplicate this listing sheet if additional space is required

EXHIBIT G – UNIFORM AND ID PROCEDURES & CERTIFICATION

PROCEDURE 0004: Uniforms for Contractors and their Employees.

PPE (Personal Protective Equipment): Closed-toe shoes and steel toe work shoes/boots where appropriate and other PPE as required by task and OSHA guidelines.

Purpose: To ensure all OCFEC contractors, including employees, are wearing company approved uniforms when present in a working capacity at the OCFEC.

1. Each OCFEC contractor and its respective employees (collectively, "Contractor") shall wear their own company uniform at all times when working on OCFEC property, including without limitation, the Pacific Amphitheatre, The Hangar and Action Sports Arena.

2. A uniform can be a logo T-shirt, polo style shirt or full button down shirt; if a jacket (or outerwear) is also required, the jacket must have the company logo on the front of the jacket. OCFEC will require pre-approval of the company uniform style and logo. The company logo must be highly visible and non-offensive in nature.

3. If a Contractor wears a jacket (or outerwear), the required photo identification must remain visible at all times (Part X – Section A-6, Procedure 0005).

4. If any OCFEC Contractor is not in the proper company uniform, he or she will be asked to leave the OCFEC premises and may not return until he or she is wearing the required uniform.

5. If any OCFEC Contractor violates OCFEC procedures, including this OCFEC Contractor Uniform Policy, OCFEC management will ask the Contractor to permanently replace that employee.

6. Continued lack of support for, or adherence to, OCFEC procedures, including this OCFEC Contractor Uniform Policy, may result in the cancellation of the contract between the OCFEC and contractor.

PROCEDURE 0005: OCFEC Contractors and their Employees wearing identification in the Pacific Amphitheatre, backstage and on OCFEC property.

PPE (Personal Protective Equipment): Break-away OCFEC photo identification card lanyard.

Purpose: To ensure all contractors and their employees are properly wearing required identification in the proper manner.

1. Each OCFEC contractor and its respective employees (collectively, "Contractor") must wear OCFEC approved and supplied photo identification cards around their neck or in another highly visible area at all times while working for the OCFEC. (Note: an additional clip option is available due to work requirements).

2. The OCFEC department Director responsible for the work area will provide a complete list of all Contractors to badging trailer personnel. All Contractors must visit the OCFEC trailer to have their photograph taken and to be provided with their OCFEC photo identification card and a break-away lanyard (and/or clip if requested by the contractor).

3. The OCFEC department Director responsible for the work area will provide a copy of this OCFEC Contractor Photo Identification Procedure to all contractors to review and this OCFEC Contractor Photo Identification Procedure shall be incorporated as part of all OCFEC contracts.
4. Contractors may not access the backstage area of the Pacific Amphitheatre without a backstage pass, which must be pre-approved by the OCFEC department Director and OCFEC Vice President responsible for the work area.

5. All OCFEC department Directors and OCFEC Vice Presidents must forward to the Pacific Amphitheatre backstage Security Manager the name of each OCFEC Contractor that was issued a backstage pass by that Department Director or OCFEC Vice President. Only the Pacific Amphitheatre backstage Security Manager has the authority to provide OCFEC Contractors with Pacific Amphitheatre backstage passes. All Pacific Amphitheatre backstage passes must be worn by the OCFEC Contractor as described above.

6. All Contractors must be courteous and cooperative when at any venue access point, entry, gate or if approached by Security/Law Enforcement for ID inspection.

7. Contractors will be allowed in the Pacific Amphitheatre backstage area only to perform job functions; once the Contractor completes the Contractor's job functions in the Pacific Amphitheatre backstage area, Contractor must immediately leave the area.

8. Contractors not properly wearing required OCFEC identification will be asked to leave, or may be escorted from, the OCFEC property.

9. If any OCFEC Contractor violates OCFEC procedures, including this OCFEC Contractor Photo Identification Procedure, OCFEC management will ask the Contractor to permanently replace that employee.

10. Continued lack of support for, or adherence to, OCFEC procedures, including this OCFEC Contractor Photo Identification Procedure, may result in the cancellation of the contract between the OCFEC and Contractor.

By signing this form, the bidder has read and understood OCFEC's policies above, and is agreeing to follow all procedures.

_____ _____

(Print Name & Title) (Signature)

_____

(Date)

If this status form is not completely filled out, signed and submitted with bidder's response to the IFB, the bid will be rejected as non-responsive.

-End Exhibit G-

EXHIBIT H – ADDITIONAL CONTRACT TERMS AND CONDITIONS

1. AUTHORIZED REPRESENTATIVE

Contractor must maintain one (1) or more English speaking representatives who are authorized to take immediate action and make requested adjustments and/or changes as required by District Management. This person must be identified to the District as the Contractor's authorized representative.

2. LICENSES, PERMITS AND CERTIFICATIONS

Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s), permits(s) and certification(s) required by law or as part of this contract for accomplishing any work required in connection with this agreement. In the event any license(s), permit(s) or certification(s) expire at any time during the term of this contract, Contractor agrees to provide agency a copy of the renewed license(s), permit(s) or certification(s) within thirty (30) days following the expiration date

In the event the Contractor fails to keep in effect at all times all required license(s), permit(s), and certification(s), the District may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

3. SITE ACCESS

District shall allow Contractor access to the District's property as needed. If access is required during annual OC Fair hours, the District will provide necessary admission and parking credentials for the employees performing in service of the contract.

4. INSURANCE

Proof of insurance, meeting the requirements of the State (see Exhibit E) must be made available to the District within fifteen (15) days of contract award. Failure to do so could result in termination of said contract.

5. WORK PERMIT LAW

If Contractor employs youth under the age of eighteen (18) years, he/she is required by law to see that each such employee holds a valid work permit. Contractor is further required to adhere to all applicable child labor laws.

6. PERSONNEL

All Contractor employees are employees of the Contractor and not the District. No agent, servant or employee of the Contractor will under any circumstances be deemed an agent, servant or employee of the District.

The District reserves the sole absolute right to determine, at its discretion, that any person or agent used by Contractor in the performance of the contract shall be excluded from such performance on the grounds that his or her appearance or conduct is detrimental to the District's operation. Determination of these matters by District Management shall be final.

7. POTENTIAL SUBCONTRACTORS/INDEPENDENT CONTRACTORS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any subcontractors/independent contractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations contained herein. The Contractor agrees to be as fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor's obligation to pay its subcontractors/independent contractors is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any subcontractor/independent contractor.

Subcontracting of goods or services must be approved in writing by the District.

ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

8. SUPPLIERS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any suppliers.

The Contractor agrees to be as fully responsible to the District for the acts and omissions of its suppliers and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its suppliers is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any supplier.

9. TRAVEL, TRANSPORTATION AND ACCOMMODATIONS

Contractor is responsible for all necessary travel, fuel, transportation and housing accommodations.

10. INVOICES

Invoices shall be submitted upon completion of services rendered to the District.

All invoices must contain Contractor's invoice number, District-issued Purchase Order (PO) number, detailed work logs and hours by Service Type for the labor required to fulfill these services.

Contractor shall send invoices and any supporting documentation via email to AP@ocfair.com (the District's preferred mechanism) or mail to OC Fair & Event Center, Attn: Accounts Payable, 88 Fair Drive, Costa Mesa, CA 92626.

Upon contract award and throughout the duration of the contract, Contractor shall work with the District to ensure invoicing needs are continually met.

11. PAYMENT

Payments to the Contractor will be made by the 32nd District Agricultural Association and paid in full within 30 days upon satisfactory completion of each event and receipt of proper invoice.

12. PRICING/FINANCIAL PROPOSAL BID FORM

The Financial Proposal Bid Form will be used to develop the "not to exceed" amount of the contract. The estimated quantities provided are based upon historical experience and anticipated future needs, and may change depending upon actual needs/usage. Billing/invoicing will be determined by multiplying actual usage by the Service Type rate as entered on the Financial Proposal Bid Form.

The District may elect to add a contingency line item to accommodate specifications within the scope of the effort, if approved by the District, during the implementation of this contract.

13. MEGAN'S LAW SCREENING

All of Contractor's employees, agents, servants, volunteers, independent contractors and/or employees, agents, servants, volunteers, independent contractors of Contractor's subcontractors who will be performing job related duties on District premises must pass background checks under "Megan's Law" as required by the District's current Megan's Law policy (and as that policy may be amended by the District from time to time), and any other reasonable background checks that may be required by the District as a result of policies adopted by the District's Board of Directors. Contractor will certify in writing that they have conducted the required screening and will indemnify the District for any negligence arising out of or connected with their obligations pertaining to the required screening. Contractor shall not be held liable for the lack of or inaccuracies in reporting made available by the states. A full, true and correct copy of the District's current Megan's Law policy is attached.

ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

14. RIGHT TO REPLACE/DISMISS

Contractor's onsite personnel are subject to approval of the District during the entire term of contracted services. The District has the right, in accordance with applicable law, to require replacement of Contractor's onsite personnel or any member of Contractor's onsite personnel.

If at any time the District determines that any employee, agent or officer of Contractor or of Contractor's permitted subcontractors, is in violation of District policies regarding harassment, discrimination or offensive behavior or Megan's Law, or fails to meet the District's safety and customer service standards, the District may notify Contractor verbally and/or in writing. Contractor will promptly correct the behavior, performance or condition giving rise to the notification described herein to the satisfaction of the District. If Contractor fails to correct the behavior, performance or condition giving rise to the notification described herein, the District may demand that Contractor (or Contractor's subcontractor, as the case may be) cease using said employee at the District's facilities and Contractor (or Contractor's subcontractor, as the case may be) will promptly comply with such request. If the District requests replacement of onsite personnel or any of its members, Contractor must furnish a replacement immediately or as otherwise determined necessary by the District. Nothing contained in this paragraph shall obligate the District to monitor the behavior of Contractor's employees or of Contractor's subcontractor's employees. The District retains the right to review the resumes of all Contractor personnel and confirm compliance.

15. GRATUITIES

Contractor is prohibited from offering any gift or gratuity to employees and/or officers of the 32nd District Agricultural Association, as employees and officers are not permitted to accept them under any circumstances. Contractor and/or Contractor's employees shall not solicit or accept any gifts. This includes cash, tickets, food, drinks, merchandise or any other items from District staff, promoters and/or vendors to perform the functions detailed in this agreement. Any violations of this policy may result in the dismissal of the employee and a performance violation notice issued to the Contractor.

16. EVALUATION OF CONTRACTOR PERFORMANCE

Contractor will be evaluated on their performance, including, but not limited to, Contractor's record of conforming to contract requirements and to standards of good workmanship; Contractor's record of forecasting and controlling costs; Contractor's adherence to contract schedules, including the administrative aspects of performance; Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; Contractor's record of integrity and business ethics, and generally, Contractor's business-like concern for the interest of the District and its customers.

Contractor shall work with District staff to ensure contract compliance, whether by phone, email or in-person meetings, as determined necessary by the District. The District retains the right to notify Contractor of any performance issues at any time for the duration of the contract term. Notification will be provided in writing to Contractor, whereupon Contractor shall have five (5) days to respond to the District's request for compliance. Unless mutually agreed upon otherwise, performance issues shall be corrected within fifteen (15) days of District's notification to Contractor.

Failure to supply equipment and/or personnel as required may result in a notice of default and/or an adjustment to the fees charged for equipment and/or labor.

Contractor may be disqualified from potential bidding opportunities if the District deems Contractor as unresponsive to repeated requests for corrective action.

17. NON-EXCLUSIVE AGREEMENT

Contractor understands and agrees that this is a non-exclusive agreement. The District may hire other contractors for work of a similar or identical nature.

ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)
Page 4 of 5

18. TERMINATION

The District reserves the right to terminate any contract at any time with or without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations and/or performances required in the terms of the contract.

19. 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.

20. PHONE NUMBERS

Contractor shall provide the District with phone numbers for their authorized representative(s) and with a 24-hour "On Call" phone number for emergencies.

21. VEHICLES, EQUIPMENT AND SUPPLIES

All vehicles and equipment such as utility carts, trucks, trailers, vans, boom lifts, scissor lifts, pressure washers, back pack blowers, hand trucks, brooms, hoses and pickers and all cleaning supplies such as stripper, detergents, sanitizers, air fresheners and other chemicals shall be owned and/or provided by Contractor. The District will provide consumable paper products, waste receptacles and plastic waste receptacle liners. All vehicles and equipment will be clearly marked with Contractor's company name and/or logo. Equipment shall be in proper operating condition with all guards in place. No equipment shall be left unattended. Equipment and supplies must be stored in designated areas agreed upon by the District. All Safety Data Sheets (SDS) for all chemical-cleaning products used must be on-site accessible by the District, per Global Harmonization System (GHS). Contractor shall take all necessary safety precautions when using vehicles, equipment and cleaning products. Drivers of all vehicles and equipment shall possess a valid driver license and be 18 years of age or older. Street sweepers should be South Coast Air Quality Management District Rule 1186 certified and Rule 1186.1 compliant and no older than 2 years. Contractor shall furnish all necessary labor, supervision, equipment, tools, materials (excluding dumpsters), permits, transportation and insurance in the performance of these specifications.

22. VEHICLE UTILITY CARTS

Contractor may provide utility carts for employees, if necessary, to complete Scope of Work. Carts are not permitted to park in front of buildings or in pathways blocking pedestrian access points. Drivers shall possess a valid driver's license and be 18 years of age or older and abide by all applicable local, State and Federal laws related to cart safety. Weather protection of equipment is the responsibility of the Contractor.

23. VENUE CLEAN-UP

a. Contractor is to keep job site clean daily and upon project completion.
b. Contractor shall sweep and blow all debris daily and upon project completion.
c. Contractor will dump all green waste in the provided 40 yard dumpster on OCFEC grounds.
d. Do not dispose of any construction material or project waste on OCFEC grounds or in OCFEC containers.
e. Contractor is to keep all compound and chemicals out of storm drains & sewers.
f. Contractor will protect ground surfaces from oil and other leaks that may come from service trucks.

ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

24. TELEPHONE NUMBERS

Contractor shall provide the District with a 24-hour "On Call" phone number for emergencies and event schedule changes.

25. PERSONNEL POLICY

All Contractor employees must receive an orientation on the duties they will be required to perform, safety training to ensure employees working with chemicals are familiar with SDS per GHS and harassment training (prior to working). In addition, ongoing customer service training will be required during the term of this contract to educate current employees and new hires. Contractor is required to supply all required training and a schedule of planned training shall be provided to the District at the beginning of every quarter in January, April, July and October. All employees will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property; when entering and while working on the grounds. Badges will have the name visible and worn on the upper right or left torso. All badges must be returned from terminated employees. All other employee badges must be returned on Friday following the end of the OC Fair. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

26. UNIFORMS AND BADGES

Contractor's employees shall be at all times neatly and cleanly uniformed and must meet reasonable prescribed grooming guidelines and appearance standards.
The District requires Contractor's employees to wear badges, identification cards, and/or credentials in a clearly visible location (per attached procedure) while Contractor's employees are on the District's premises. Contractor personnel will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property, when entering and while working on the grounds. Badges shall have the name visible and worn on the upper right or left torso. Badges are specific to each person and are non-transferable. All badges must be returned from terminated employees. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

27. SUBCONTRACTING

Subcontracting of goods or services must be approved in writing, by the District.

28. FIRE REGULATIONS

All fire regulations as prescribed by the State Fire Marshal must be strictly adhered to.

-End Exhibit H-

EXHIBIT I – COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

1 of 3

1. SCOPE

As a result of the worldwide COVID-19 pandemic, the 32nd District Agricultural Association (OCFEC) implemented numerous essential protocols and procedures to protect OCFEC staff, renters, event promoter/producer employees, exhibitors, vendors, contractors, subcontractors, volunteers and members of the public. These protocols and procedures do not supersede or replace any existing orders issued by local governments, the State of California or the Federal Government. The protocol and procedure guidelines (COVID-19 Guidelines) apply equally to all organizations and persons doing business on OCFEC property, both public and private, and all event types, commercial, trade or other, hosted at the OCFEC.

2. SICK, ELDERLY AND VULNERABLE PERSONS

Anyone who feels sick should remain at home. In addition, high-risk persons who are over 65 years of age, or anyone with chronic illness or underlying medical conditions, should continue to follow recommendations to stay at home and limit public interaction.

3. PHYSICAL DISTANCING IN THE WORKPLACE

Physical distancing of a minimum of six (6) feet should be maintained between customer-facing employees and the general public, and – to the extent practical – between employees in the field or at employee workstations. Where isolation of employees in the field or at employee workstations is impractical, face coverings must be worn without exception.

4. HANDWASHING, PERSONAL PROTECTIVE EQUIPMENT, AND TESTING

Renters, event promoters, event producers, exhibitors, vendors, and their respective contractors, subcontractors and volunteers (collectively, “Business Partners”) conducting business at the OCFEC must require all customer-facing employees to either wash their hands or use hand sanitizer every thirty minutes, or wear disposable gloves which are to be changed as frequently as specified by guidelines established for each applicable job assignment. Face coverings must be provided to all employees.

Before starting a shift, all OCFEC employees and all Business Partner employees, must have their temperatures taken and documented, and individual(s) will not be permitted to remain at work if the temperature reading exceeds 100.4 degrees (°) Fahrenheit. Affected individual(s) may only return to work after registering and documenting their temperature reading below 100.4° Fahrenheit for seventy-two (72) consecutive hours.

All OCFEC event attendees, before entering OCFEC premises, must have their temperatures taken and documented. Any OCFEC event attendee with a temperature reading above 100.4° Fahrenheit will not be permitted to attend the event and will be required to immediately leave the OCFEC premises. Paid admission/parking fee refunds will be subject to processing schedule.

All competitive professional and amateur sports participants, including youth sports participants, must be tested for COVID-19 at least one (1) week before the date of the scheduled competition, and will not be permitted to compete if the intended participant tests positive for COVID-19. If the intended participant tests positive for COVID-19, he/she will not be allowed to participate in any activities at the OCFEC until after (i) receiving a negative result on a subsequent COVID-19 test and (ii) satisfying the specified 14-day (or otherwise governmentally specified) COVID-19 quarantine period.

EXHIBIT I – COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

OCFEC Business Partners should make every effort to limit physical touch points at their respective places of business, including at the OCFEC. All OCFEC event promoters must significantly increase frequency of sanitation and disinfection measures at all workstations and equipment that come into contact with OCFEC employees and the general public. All OCFEC Business Partners must assess and identify the frequency of necessary sanitation and disinfection practices, and will review and agree upon a sanitation and disinfection schedule with the OCFEC.

Face coverings and disposable gloves must be worn by all OCFEC Business Partner customer-facing employees. All OCFEC event attendees and visitors must wear appropriate face coverings. Physical barriers, if available, are preferred but not required as the general public will make the personal decision of whether to attend an event at the OCFEC and/or patronize an OCFEC Business Partner. For the benefit of the public, OCFEC employees and Business Partner employees, handwashing or hand sanitizing should be done as soon as possible following the handling of materials that come in contact with the general public.

5. EVENT ATTENDANCE LIMITATIONS

Attendance at all OCFEC events, including all move-in and move-out activities, must be limited at any given time, to no more than the current maximum attendance levels permitted by all applicable local and state orders or laws.

OCFEC Business Partners must establish and actively enforce measures to monitor and ensure attendance limitation compliance. If an OFCEC Business Partner fails to comply with event attendance limitations, the OCFEC in its sole and absolute discretion may cancel the event without notice and refer the matter to local law enforcement.

6. OCFEC BUSINESS PARTNER COMPLIANCE

OCFEC Business Partners shall make every effort to assure compliance with COVID-19 related mitigation requirements. If an OCFEC Business Partner fails to comply with these COVID-19 Guidelines, the OCFEC in its sole and absolute discretion may close non-compliant event spaces, exhibitor spaces or other such rental spaces, or may cancel the event without notice and refer the matter to local law enforcement.

7. COVID-19 RELEASE AND WAIVER OF LIABILITY

As consideration for being permitted to conduct event activities at the OCFEC, OCFEC Business Partners must acknowledge and agree to all COVID-19 Pandemic and related governmental orders, directives and guidelines, and forever release the 32nd District Agricultural Association, the State, California Fair Services Authority (“CFSA”), the County, the Lessor, and any fair affiliated organization, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively “Releasees”) from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner’s employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner’s participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.

EXHIBIT I – COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

Page 3 of 3

8. EVENT ORGANIZATION PROTOCOLS

Each OCFEC Business Partner must submit event organization-specific COVID-19 related infection mitigation protocols and procedures for OCFEC review and approval no later than thirty (30) days before the event's scheduled move-in date. The OCFEC reserves the right to reject any protocols and procedures that are in conflict with, or are less stringent than, the COVID-19 Guidelines. If the OCFEC rejects the OCFEC Business Partner's COVID-19 related infection mitigation protocols and procedures, the OCFEC Business Partner must resubmit revised infection mitigation protocols and procedures for review no less than fifteen (15) days before the event's scheduled move-in date. If OCFEC Business Partner fails to submit the COVID-19 related infection mitigation protocols and procedures on time, the OCFEC in its sole and absolute discretion may terminate the agreement and cancel the event without notice.

9. FURTHER ACTION AS NECESSARY

The OCFEC reserves the right to modify these COVID-19 Guidelines as circumstances warrant. Specifically, the OCFEC recognizes that additional restrictions not reflected in these guidelines may be necessary to address the health and safety of certain populations depending upon their age or underlying health concerns, or otherwise to address medical issues as they arise.

I HAVE CAREFULLY READ THIS AGREEMENT EXHIBIT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A CONTRACTUAL AGREEMENT BETWEEN MYSELF AND THE 32ND DISTRICT AGRICULTURAL ASSOCIATION, THE STATE, CFSA, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed on _____, 20____

OCFEC BUSINESS PARTNER

_____
Signature

_____
Address

_____
Address

-End Exhibit I-

STATE OF CALIFORNIA
STANDARD AGREEMENT **R_____ A_____ F_____**
STD 213 (Rev. 03/2019)

AGREEMENT NUMBER
SA-067-21LS
PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
CALIFORNIA RABBIT AND CAVY SHOWS, INC.

2. The term of this Agreement is: 07/25/2021 through 07/25/2021 **FED ID:**

3. The maximum amount of this Agreement is: **-0-**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work **–** Double Open Cavy Show for the 2021 OC Fair	Pages 2
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 3
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 4-7
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 8 – 11
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 12 – 14
Exhibit F – OCFEC Megan's Law Screening & Certification Form (Attached hereto as part of this agreement)	Pages 15 – 16
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 17 – 18
Exhibit H – Additional Contract Terms & Conditions (Attached hereto as part of this agreement)	Pages 19 – 23
Exhibit I – COVID-19 Infection Mitigation Protocol & Procedure Guidelines (Attached hereto as part of this agreement)	Pages 24 - 26

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
CALIFORNIA RABBIT AND CAVY SHOWS, INC.

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Allen Mesick, Member

CONTRACTOR BUSINESS ADDRESS
33995 Black Mountain Road, Tollhouse, CA 93667
(559) 696-8751, email: allenwestbound854@gmail.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND District Agricultural Association/OC Fair & Event Center

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Joan Hamill, Chief Business Development Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK

CONTRACT REPRESENTATIVES
32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER
Evy Young, Agriculture Education Supervisor
Phone Number (714) 708- 1925

CALIFORNIA RABBIT AND CAVY SHOWS, INC.
Allen Mesick, Member
(559) 696-8751

CONTRACTOR AGREES:

1. To host an additional cavy show in tandem with the OC Fair cavy show on Sunday, July 25, 2021.
2. To check-in exhibitors between 6:45 – 8:30 a.m.
3. To break all classes and create the judging schedule by 3:00 p.m. on Saturday, July 24, 2021 for all cavy shows.
4. To fill out ACBA leg paperwork for both shows by the set ACBA deadline.
5. To submit breed club reports by the required deadlines.
6. To allow OC Fair staff to review any promotional material for the shows.
7. To provide the District proof of insurance.
8. To provide professional, customer friendly service and adhere to the District's Standard of Conduct Policies.
9. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening, and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.
10. The State reserves the right to terminate any contract without cause at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the State of further payment, obligations, and/or performances required by the terms of the contract.

DISTRICT AGREES:

1. To provide necessary admission and parking credentials to Contractor and assistants.
2. All supplies related to judging including judging tables, judging cages, scale, scorecards, entry paperwork, sound system and show clerks.
3. To allow the Contractor to collect a $3.50 entry fee per rabbit or cavy entered in the CRCS Show. All entry fees collected will be retained by CRCS.

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

Not Applicable.

PAYMENT PROVISIONS:

Not Applicable.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

Page 1 of 4

GTC 04/2017

1. **APPROVAL:**
   This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
   No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
   Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
   Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
   The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR*:***
   Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

Page 2 of 4

9. RECYCLING CERTIFICATION:

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:

During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)
Page 3 of 4

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC 04/2017 / CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)
Page 2 of 4

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:**
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. **GENDER IDENTITY**:
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)
Page 3 of 4

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)
Page 4 of 4

4. CONTRACTOR NAME CHANGE:
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:
A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION:
Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:
This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS
Page 1 of 3

California Fair Services Authority #19-02

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate – The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. Coverages:

   a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall be not less than **$5,000,000 per occurrence** for Fairtime Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **$5,000,000 per occurrence** for the following types of Motorized Events: automobile races, drifting exhibitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, enduro, pro stock; **$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races; **$3,000,000 per occurrence** for Rodeo Events all types **with a paid gate** and any Rough Stock events; **$2,000,000 per occurrence** for Rodeo Events All Types **without a paid gate** and with any Rough Stock events and for Swap Meets/Flea Markets held two or more times per calendar year; **$2,000,000 per occurrence** for the following Motorized events: car jumping contests/demonstrations of hydraulic modifications to automobiles; **$2,000,000 per occurrence** for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Cannabis Festivals/Trade Shows, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; **$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events**; $1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

   The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the contractor/renter's activities, or business to be conducted under the contract or rental agreement/lease, must be listed in the Certificate of Insurance. If there is a self-insured retention or deductible in the contractor/renter's coverage equal to or in excess of $100,000, the self-insured retention/deductible amount shall be included as part of the Certificate of Insurance. A copy of the contractor/renter's policy declaration page containing this

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)
Page 2 of 3

information as an attachment/exhibit to the Certificate of Insurance will be acceptable, provided it contains all the aforementioned information.

b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than $1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.

c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

d. Medical Malpractice - Medical Malpractice coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving medical services.

e. Liquor Liability - Liquor Liability coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

5. Certificate Holder:
   - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
   - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

B. CFSA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

C. Master Certificates - A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)
Page 3 of 3

performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.

2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.

2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.

3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.

4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

-End Exhibit E-

EXHIBIT F – MEGAN'S LAW SCREENING CERTIFICATION AND LISTING

OC Fair & Event Center

Page 1 of 2

This form must be completed legibly, with all information requested. Typewritten or computer-generated forms or reports may be substituted provided that: all required information is included in columnar form, and the listing report is attached to this form. The certification section must be signed by an authorized representative of the contractor.

Company/Organization Name: _____

Contact Name: _____ **Contact Telephone :**_____

Type of Company/Organization (Circle one): **Contractor** **Consultant** **Concessionaire** **Entertainer** **Exhibitor** **Volunteer**

Other/Explanation if Needed: _____

The undersigned represents and warrants that attached to this Megan's Law Screening Certification and Listing is a full, true, correct, complete, and accurate listing of all persons scheduled to work or volunteer for the company/organization identified above ("Contractor") during the annual OC Fair or Imaginology. If any other or additional individuals will be performing work, labor, or services, I understand that my company/organization is required to submit a supplemental listing(s) identifying those individuals.

The undersigned represents and warrants that all persons and individuals performing services on behalf of Contractor, including, but not limited to, its agents, employees, subcontractors, and volunteers have been screened for sex offender registration before each individual commenced work, services, and/or was present at the OCFEC facility. The undersigned represents and warrants that no individual who is a registered sex offender will be assigned or permitted to perform services on behalf of Contractor at or on OCFEC premises.

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless OCFEC from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorney's fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of Contractor's obligations under this Megan's Law Screening Certification and Listing, regardless of responsibility of negligence; by reason of death, injury, property damage, however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Contractor, or any of its employees or agents).

The undersigned represents and warrants that he/she is fully authorized to execute this Megan's Law Screening Certification and Listing on behalf of Contractor.

_____ _____
Company/Organization Representative's Signature Title of Representative

_____ _____
Printed Name Date

EXHIBIT F – MEGAN'S LAW SCREENING CERTIFICATION AND LISTING (CONT.)
OC Fair & Event Center
Page 2 of 2

Megan's Law Screening Listing

Full Name (Last, First Middle)	Full Name (Last, First Middle)

Please duplicate this listing sheet if additional space is required

EXHIBIT G – UNIFORM AND ID PROCEDURES & CERTIFICATION

PROCEDURE 0004: Uniforms for Contractors and their Employees.

PPE (Personal Protective Equipment): Closed-toe shoes and steel toe work shoes/boots where appropriate and other PPE as required by task and OSHA guidelines.

Purpose: To ensure all OCFEC contractors, including employees, are wearing company approved uniforms when present in a working capacity at the OCFEC.

1. Each OCFEC contractor and its respective employees (collectively, "Contractor") shall wear their own company uniform at all times when working on OCFEC property, including without limitation, the Pacific Amphitheatre, The Hangar and Action Sports Arena.

2. A uniform can be a logo T-shirt, polo style shirt or full button down shirt; if a jacket (or outerwear) is also required, the jacket must have the company logo on the front of the jacket. OCFEC will require pre-approval of the company uniform style and logo. The company logo must be highly visible and non-offensive in nature.

3. If a Contractor wears a jacket (or outerwear), the required photo identification must remain visible at all times (Part X – Section A-6, Procedure 0005).

4. If any OCFEC Contractor is not in the proper company uniform, he or she will be asked to leave the OCFEC premises and may not return until he or she is wearing the required uniform.

5. If any OCFEC Contractor violates OCFEC procedures, including this OCFEC Contractor Uniform Policy, OCFEC management will ask the Contractor to permanently replace that employee.

6. Continued lack of support for, or adherence to, OCFEC procedures, including this OCFEC Contractor Uniform Policy, may result in the cancellation of the contract between the OCFEC and contractor.

PROCEDURE 0005: OCFEC Contractors and their Employees wearing identification in the Pacific Amphitheatre, backstage and on OCFEC property.

PPE (Personal Protective Equipment): Break-away OCFEC photo identification card lanyard.

Purpose: To ensure all contractors and their employees are properly wearing required identification in the proper manner.

1. Each OCFEC contractor and its respective employees (collectively, "Contractor") must wear OCFEC approved and supplied photo identification cards around their neck or in another highly visible area at all times while working for the OCFEC. (Note: an additional clip option is available due to work requirements).

2. The OCFEC department Director responsible for the work area will provide a complete list of all Contractors to badging trailer personnel. All Contractors must visit the OCFEC trailer to have their photograph taken and to be provided with their OCFEC photo identification card and a break-away lanyard (and/or clip if requested by the contractor).

3. The OCFEC department Director responsible for the work area will provide a copy of this OCFEC Contractor Photo Identification Procedure to all contractors to review and this OCFEC Contractor Photo Identification Procedure shall be incorporated as part of all OCFEC contracts.
4. Contractors may not access the backstage area of the Pacific Amphitheatre without a backstage pass, which must be pre-approved by the OCFEC department Director and OCFEC Vice President responsible for the work area.

5. All OCFEC department Directors and OCFEC Vice Presidents must forward to the Pacific Amphitheatre backstage Security Manager the name of each OCFEC Contractor that was issued a backstage pass by that Department Director or OCFEC Vice President. Only the Pacific Amphitheatre backstage Security Manager has the authority to provide OCFEC Contractors with Pacific Amphitheatre backstage passes. All Pacific Amphitheatre backstage passes must be worn by the OCFEC Contractor as described above.

6. All Contractors must be courteous and cooperative when at any venue access point, entry, gate or if approached by Security/Law Enforcement for ID inspection.

7. Contractors will be allowed in the Pacific Amphitheatre backstage area only to perform job functions; once the Contractor completes the Contractor's job functions in the Pacific Amphitheatre backstage area, Contractor must immediately leave the area.

8. Contractors not properly wearing required OCFEC identification will be asked to leave, or may be escorted from, the OCFEC property.

9. If any OCFEC Contractor violates OCFEC procedures, including this OCFEC Contractor Photo Identification Procedure, OCFEC management will ask the Contractor to permanently replace that employee.

10. Continued lack of support for, or adherence to, OCFEC procedures, including this OCFEC Contractor Photo Identification Procedure, may result in the cancellation of the contract between the OCFEC and Contractor.

By signing this form, the bidder has read and understood OCFEC's policies above, and is agreeing to follow all procedures.

_____ _____
(Print Name & Title) (Signature)

_____
(Date)

If this status form is not completely filled out, signed and submitted with bidder's response to the IFB, the bid will be rejected as non-responsive.

-End Exhibit G-

EXHIBIT H – ADDITIONAL CONTRACT TERMS AND CONDITIONS

1. AUTHORIZED REPRESENTATIVE

Contractor must maintain one (1) or more English speaking representatives who are authorized to take immediate action and make requested adjustments and/or changes as required by District Management. This person must be identified to the District as the Contractor's authorized representative.

2. LICENSES, PERMITS AND CERTIFICATIONS

Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s), permits(s) and certification(s) required by law or as part of this contract for accomplishing any work required in connection with this agreement. In the event any license(s), permit(s) or certification(s) expire at any time during the term of this contract, Contractor agrees to provide agency a copy of the renewed license(s), permit(s) or certification(s) within thirty (30) days following the expiration date

In the event the Contractor fails to keep in effect at all times all required license(s), permit(s), and certification(s), the District may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

3. SITE ACCESS

District shall allow Contractor access to the District's property as needed. If access is required during annual OC Fair hours, the District will provide necessary admission and parking credentials for the employees performing in service of the contract.

4. INSURANCE

Proof of insurance, meeting the requirements of the State (see Exhibit E) must be made available to the District within fifteen (15) days of contract award. Failure to do so could result in termination of said contract.

5. WORK PERMIT LAW

If Contractor employs youth under the age of eighteen (18) years, he/she is required by law to see that each such employee holds a valid work permit. Contractor is further required to adhere to all applicable child labor laws.

6. PERSONNEL

All Contractor employees are employees of the Contractor and not the District. No agent, servant or employee of the Contractor will under any circumstances be deemed an agent, servant or employee of the District.

The District reserves the sole absolute right to determine, at its discretion, that any person or agent used by Contractor in the performance of the contract shall be excluded from such performance on the grounds that his or her appearance or conduct is detrimental to the District's operation. Determination of these matters by District Management shall be final.

7. POTENTIAL SUBCONTRACTORS/INDEPENDENT CONTRACTORS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any subcontractors/independent contractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations contained herein. The Contractor agrees to be as fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor's obligation to pay its subcontractors/independent contractors is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any subcontractor/independent contractor.

Subcontracting of goods or services must be approved in writing by the District.

ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

8. SUPPLIERS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any suppliers.

The Contractor agrees to be as fully responsible to the District for the acts and omissions of its suppliers and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its suppliers is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any supplier.

9. TRAVEL, TRANSPORTATION AND ACCOMMODATIONS

Contractor is responsible for all necessary travel, fuel, transportation and housing accommodations.

10. INVOICES

Invoices shall be submitted upon completion of services rendered to the District.

All invoices must contain Contractor's invoice number, District-issued Purchase Order (PO) number, detailed work logs and hours by Service Type for the labor required to fulfill these services.

Contractor shall send invoices and any supporting documentation via email to AP@ocfair.com (the District's preferred mechanism) or mail to OC Fair & Event Center, Attn: Accounts Payable, 88 Fair Drive, Costa Mesa, CA 92626.

Upon contract award and throughout the duration of the contract, Contractor shall work with the District to ensure invoicing needs are continually met.

11. PAYMENT

Payments to the Contractor will be made by the 32nd District Agricultural Association and paid in full within 30 days upon satisfactory completion of each event and receipt of proper invoice.

12. PRICING/FINANCIAL PROPOSAL BID FORM

The Financial Proposal Bid Form will be used to develop the "not to exceed" amount of the contract. The estimated quantities provided are based upon historical experience and anticipated future needs, and may change depending upon actual needs/usage. Billing/invoicing will be determined by multiplying actual usage by the Service Type rate as entered on the Financial Proposal Bid Form.

The District may elect to add a contingency line item to accommodate specifications within the scope of the effort, if approved by the District, during the implementation of this contract.

13. MEGAN'S LAW SCREENING

All of Contractor's employees, agents, servants, volunteers, independent contractors and/or employees, agents, servants, volunteers, independent contractors of Contractor's subcontractors who will be performing job related duties on District premises must pass background checks under "Megan's Law" as required by the District's current Megan's Law policy (and as that policy may be amended by the District from time to time), and any other reasonable background checks that may be required by the District as a result of policies adopted by the District's Board of Directors. Contractor will certify in writing that they have conducted the required screening and will indemnify the District for any negligence arising out of or connected with their obligations pertaining to the required screening. Contractor shall not be held liable for the lack of or inaccuracies in reporting made available by the states. A full, true and correct copy of the District's current Megan's Law policy is attached.

ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

14. RIGHT TO REPLACE/DISMISS

Contractor's onsite personnel are subject to approval of the District during the entire term of contracted services. The District has the right, in accordance with applicable law, to require replacement of Contractor's onsite personnel or any member of Contractor's onsite personnel.

If at any time the District determines that any employee, agent or officer of Contractor or of Contractor's permitted subcontractors, is in violation of District policies regarding harassment, discrimination or offensive behavior or Megan's Law, or fails to meet the District's safety and customer service standards, the District may notify Contractor verbally and/or in writing. Contractor will promptly correct the behavior, performance or condition giving rise to the notification described herein to the satisfaction of the District. If Contractor fails to correct the behavior, performance or condition giving rise to the notification described herein, the District may demand that Contractor (or Contractor's subcontractor, as the case may be) cease using said employee at the District's facilities and Contractor (or Contractor's subcontractor, as the case may be) will promptly comply with such request. If the District requests replacement of onsite personnel or any of its members, Contractor must furnish a replacement immediately or as otherwise determined necessary by the District. Nothing contained in this paragraph shall obligate the District to monitor the behavior of Contractor's employees or of Contractor's subcontractor's employees. The District retains the right to review the resumes of all Contractor personnel and confirm compliance.

15. GRATUITIES

Contractor is prohibited from offering any gift or gratuity to employees and/or officers of the 32nd District Agricultural Association, as employees and officers are not permitted to accept them under any circumstances. Contractor and/or Contractor's employees shall not solicit or accept any gifts. This includes cash, tickets, food, drinks, merchandise or any other items from District staff, promoters and/or vendors to perform the functions detailed in this agreement. Any violations of this policy may result in the dismissal of the employee and a performance violation notice issued to the Contractor.

16. EVALUATION OF CONTRACTOR PERFORMANCE

Contractor will be evaluated on their performance, including, but not limited to, Contractor's record of conforming to contract requirements and to standards of good workmanship; Contractor's record of forecasting and controlling costs; Contractor's adherence to contract schedules, including the administrative aspects of performance; Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; Contractor's record of integrity and business ethics, and generally, Contractor's business-like concern for the interest of the District and its customers.

Contractor shall work with District staff to ensure contract compliance, whether by phone, email or in-person meetings, as determined necessary by the District. The District retains the right to notify Contractor of any performance issues at any time for the duration of the contract term. Notification will be provided in writing to Contractor, whereupon Contractor shall have five (5) days to respond to the District's request for compliance. Unless mutually agreed upon otherwise, performance issues shall be corrected within fifteen (15) days of District's notification to Contractor.

Failure to supply equipment and/or personnel as required may result in a notice of default and/or an adjustment to the fees charged for equipment and/or labor.

Contractor may be disqualified from potential bidding opportunities if the District deems Contractor as unresponsive to repeated requests for corrective action.

17. NON-EXCLUSIVE AGREEMENT

Contractor understands and agrees that this is a non-exclusive agreement. The District may hire other contractors for work of a similar or identical nature.

ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)
Page 4 of 5

18. TERMINATION

The District reserves the right to terminate any contract at any time with or without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations and/or performances required in the terms of the contract.

19. 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.

20. PHONE NUMBERS

Contractor shall provide the District with phone numbers for their authorized representative(s) and with a 24-hour "On Call" phone number for emergencies.

21. VEHICLES, EQUIPMENT AND SUPPLIES

All vehicles and equipment such as utility carts, trucks, trailers, vans, boom lifts, scissor lifts, pressure washers, back pack blowers, hand trucks, brooms, hoses and pickers and all cleaning supplies such as stripper, detergents, sanitizers, air fresheners and other chemicals shall be owned and/or provided by Contractor. The District will provide consumable paper products, waste receptacles and plastic waste receptacle liners. All vehicles and equipment will be clearly marked with Contractor's company name and/or logo. Equipment shall be in proper operating condition with all guards in place. No equipment shall be left unattended. Equipment and supplies must be stored in designated areas agreed upon by the District. All Safety Data Sheets (SDS) for all chemical-cleaning products used must be on-site accessible by the District, per Global Harmonization System (GHS). Contractor shall take all necessary safety precautions when using vehicles, equipment and cleaning products. Drivers of all vehicles and equipment shall possess a valid driver license and be 18 years of age or older. Street sweepers should be South Coast Air Quality Management District Rule 1186 certified and Rule 1186.1 compliant and no older than 2 years. Contractor shall furnish all necessary labor, supervision, equipment, tools, materials (excluding dumpsters), permits, transportation and insurance in the performance of these specifications.

22. VEHICLE UTILITY CARTS

Contractor may provide utility carts for employees, if necessary, to complete Scope of Work. Carts are not permitted to park in front of buildings or in pathways blocking pedestrian access points. Drivers shall possess a valid driver's license and be 18 years of age or older and abide by all applicable local, State and Federal laws related to cart safety. Weather protection of equipment is the responsibility of the Contractor.

23. VENUE CLEAN-UP

a. Contractor is to keep job site clean daily and upon project completion.
b. Contractor shall sweep and blow all debris daily and upon project completion.
c. Contractor will dump all green waste in the provided 40 yard dumpster on OCFEC grounds.
d. Do not dispose of any construction material or project waste on OCFEC grounds or in OCFEC containers.
e. Contractor is to keep all compound and chemicals out of storm drains & sewers.
f. Contractor will protect ground surfaces from oil and other leaks that may come from service trucks.

ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)
Page 5 of 5

24. TELEPHONE NUMBERS

Contractor shall provide the District with a 24-hour "On Call" phone number for emergencies and event schedule changes.

25. PERSONNEL POLICY

All Contractor employees must receive an orientation on the duties they will be required to perform, safety training to ensure employees working with chemicals are familiar with SDS per GHS and harassment training (prior to working). In addition, ongoing customer service training will be required during the term of this contract to educate current employees and new hires. Contractor is required to supply all required training and a schedule of planned training shall be provided to the District at the beginning of every quarter in January, April, July and October. All employees will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property; when entering and while working on the grounds. Badges will have the name visible and worn on the upper right or left torso. All badges must be returned from terminated employees. All other employee badges must be returned on Friday following the end of the OC Fair. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

26. UNIFORMS AND BADGES

Contractor's employees shall be at all times neatly and cleanly uniformed and must meet reasonable prescribed grooming guidelines and appearance standards.
The District requires Contractor's employees to wear badges, identification cards, and/or credentials in a clearly visible location (per attached procedure) while Contractor's employees are on the District's premises. Contractor personnel will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property, when entering and while working on the grounds. Badges shall have the name visible and worn on the upper right or left torso. Badges are specific to each person and are non-transferable. All badges must be returned from terminated employees. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

27. SUBCONTRACTING

Subcontracting of goods or services must be approved in writing, by the District.

28. FIRE REGULATIONS

All fire regulations as prescribed by the State Fire Marshal must be strictly adhered to.

-End Exhibit H-

EXHIBIT I – COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

1. SCOPE

As a result of the worldwide COVID-19 pandemic, the 32nd District Agricultural Association (OCFEC) implemented numerous essential protocols and procedures to protect OCFEC staff, renters, event promoter/producer employees, exhibitors, vendors, contractors, subcontractors, volunteers and members of the public. These protocols and procedures do not supersede or replace any existing orders issued by local governments, the State of California or the Federal Government. The protocol and procedure guidelines (COVID-19 Guidelines) apply equally to all organizations and persons doing business on OCFEC property, both public and private, and all event types, commercial, trade or other, hosted at the OCFEC.

2. SICK, ELDERLY AND VULNERABLE PERSONS

Anyone who feels sick should remain at home. In addition, high-risk persons who are over 65 years of age, or anyone with chronic illness or underlying medical conditions, should continue to follow recommendations to stay at home and limit public interaction.

3. PHYSICAL DISTANCING IN THE WORKPLACE

Physical distancing of a minimum of six (6) feet should be maintained between customer-facing employees and the general public, and – to the extent practical – between employees in the field or at employee workstations. Where isolation of employees in the field or at employee workstations is impractical, face coverings must be worn without exception.

4. HANDWASHING, PERSONAL PROTECTIVE EQUIPMENT, AND TESTING

Renters, event promoters, event producers, exhibitors, vendors, and their respective contractors, subcontractors and volunteers (collectively, “Business Partners”) conducting business at the OCFEC must require all customer-facing employees to either wash their hands or use hand sanitizer every thirty minutes, or wear disposable gloves which are to be changed as frequently as specified by guidelines established for each applicable job assignment. Face coverings must be provided to all employees.

Before starting a shift, all OCFEC employees and all Business Partner employees, must have their temperatures taken and documented, and individual(s) will not be permitted to remain at work if the temperature reading exceeds 100.4 degrees (°) Fahrenheit. Affected individual(s) may only return to work after registering and documenting their temperature reading below 100.4° Fahrenheit for seventy-two (72) consecutive hours.

All OCFEC event attendees, before entering OCFEC premises, must have their temperatures taken and documented. Any OCFEC event attendee with a temperature reading above 100.4° Fahrenheit will not be permitted to attend the event and will be required to immediately leave the OCFEC premises. Paid admission/parking fee refunds will be subject to processing schedule.

All competitive professional and amateur sports participants, including youth sports participants, must be tested for COVID-19 at least one (1) week before the date of the scheduled competition, and will not be permitted to compete if the intended participant tests positive for COVID-19. If the intended participant tests positive for COVID-19, he/she will not be allowed to participate in any activities at the OCFEC until after (i) receiving a negative result on a subsequent COVID-19 test and (ii) satisfying the specified 14-day (or otherwise governmentally specified) COVID-19 quarantine period.

EXHIBIT I – COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

OCFEC Business Partners should make every effort to limit physical touch points at their respective places of business, including at the OCFEC. All OCFEC event promoters must significantly increase frequency of sanitation and disinfection measures at all workstations and equipment that come into contact with OCFEC employees and the general public. All OCFEC Business Partners must assess and identify the frequency of necessary sanitation and disinfection practices, and will review and agree upon a sanitation and disinfection schedule with the OCFEC.

Face coverings and disposable gloves must be worn by all OCFEC Business Partner customer-facing employees. All OCFEC event attendees and visitors must wear appropriate face coverings. Physical barriers, if available, are preferred but not required as the general public will make the personal decision of whether to attend an event at the OCFEC and/or patronize an OCFEC Business Partner. For the benefit of the public, OCFEC employees and Business Partner employees, handwashing or hand sanitizing should be done as soon as possible following the handling of materials that come in contact with the general public.

5. EVENT ATTENDANCE LIMITATIONS

Attendance at all OCFEC events, including all move-in and move-out activities, must be limited at any given time, to no more than the current maximum attendance levels permitted by all applicable local and state orders or laws.

OCFEC Business Partners must establish and actively enforce measures to monitor and ensure attendance limitation compliance. If an OFCEC Business Partner fails to comply with event attendance limitations, the OCFEC in its sole and absolute discretion may cancel the event without notice and refer the matter to local law enforcement.

6. OCFEC BUSINESS PARTNER COMPLIANCE

OCFEC Business Partners shall make every effort to assure compliance with COVID-19 related mitigation requirements. If an OCFEC Business Partner fails to comply with these COVID-19 Guidelines, the OCFEC in its sole and absolute discretion may close non-compliant event spaces, exhibitor spaces or other such rental spaces, or may cancel the event without notice and refer the matter to local law enforcement.

7. COVID-19 RELEASE AND WAIVER OF LIABILITY

As consideration for being permitted to conduct event activities at the OCFEC, OCFEC Business Partners must acknowledge and agree to all COVID-19 Pandemic and related governmental orders, directives and guidelines, and forever release the 32nd District Agricultural Association, the State, California Fair Services Authority (“CFSA”), the County, the Lessor, and any fair affiliated organization, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively “Releasees”) from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner’s employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner’s participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.

EXHIBIT I – COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

8. EVENT ORGANIZATION PROTOCOLS

Each OCFEC Business Partner must submit event organization-specific COVID-19 related infection mitigation protocols and procedures for OCFEC review and approval no later than thirty (30) days before the event's scheduled move-in date. The OCFEC reserves the right to reject any protocols and procedures that are in conflict with, or are less stringent than, the COVID-19 Guidelines. If the OCFEC rejects the OCFEC Business Partner's COVID-19 related infection mitigation protocols and procedures, the OCFEC Business Partner must resubmit revised infection mitigation protocols and procedures for review no less than fifteen (15) days before the event's scheduled move-in date. If OCFEC Business Partner fails to submit the COVID-19 related infection mitigation protocols and procedures on time, the OCFEC in its sole and absolute discretion may terminate the agreement and cancel the event without notice.

9. FURTHER ACTION AS NECESSARY

The OCFEC reserves the right to modify these COVID-19 Guidelines as circumstances warrant. Specifically, the OCFEC recognizes that additional restrictions not reflected in these guidelines may be necessary to address the health and safety of certain populations depending upon their age or underlying health concerns, or otherwise to address medical issues as they arise.

I HAVE CAREFULLY READ THIS AGREEMENT EXHIBIT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A CONTRACTUAL AGREEMENT BETWEEN MYSELF AND THE 32ND DISTRICT AGRICULTURAL ASSOCIATION, THE STATE, CFSA, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed on _____, 20____

OCFEC BUSINESS PARTNER

_____
Signature

_____
Address

_____
Address

-End Exhibit I-

STATE OF CALIFORNIA
STANDARD AGREEMENT **R_____ A_____ F_____**
STD 213 (Rev. 03/2019)

AGREEMENT NUMBER
SA-068-21LS
PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
THE FRIESIAN HORSE CLUB OF SOUTHERN CALIFORNIA

2. The term of this Agreement is: 08/03/2021 through 08/09/2021 **FED ID:**

3. The maximum amount of this Agreement is: **$1,000.00**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work **–** Educational Friesian Horse Exhibits and Displays at 2021 OC Fair	Pages 2-3
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 4
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 5-7
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 8 – 11
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 12 – 14
Exhibit F – OCFEC Megan's Law Screening & Certification Form (Attached hereto as part of this agreement)	Pages 15 – 17
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 18 – 19
Exhibit H – Additional Contract Terms & Conditions (Attached hereto as part of this agreement)	Pages 20 – 24
Exhibit I – COVID-19 Infection Mitigation Protocol & Procedure Guidelines (Attached hereto as part of this agreement)	Pages 25 - 27

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
THE FRIESIAN HORSE CLUB OF SOUTHERN CALIFORNIA

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Tim Isbell, FHCSC Event Coordinator

CONTRACTOR BUSINESS ADDRESS
12277 Apple Valley Rd #424, Apple Valley, CA 92308
(760) 912-8192, email: tim@friesianhorseclub.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND District Agricultural Association/OC Fair & Event Center

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Joan Hamill, Chief Business Development Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK

CONTRACT REPRESENTATIVES
32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER
Evy Young, Agriculture Education Supervisor
Phone Number (714) 708- 1925

THE FRIESIAN HORSE CLUB OF SOUTHERN CALIFORNIA
Tim Isbell, FHCSC Event Coordinator
(760) 912-8192

CONTRACTOR AGREES:

1. To provide educational Friesian Horse-related exhibits and displays in the Livestock area from August 4 - August 8 for the 2021 OC Fair.

2. To participate in the Animal Welfare meeting on Thursday, July 15, 2021 at 11:30 a.m. in the Livestock Department Office. Contractor must adhere to animal welfare policies, including regular veterinary inspections provided by the official OC Fair veterinarian.

3. To provide a minimum of TWO (2) and maximum of THREE (3) Friesian breed horses on display during 2021 OC Fair public hours.

4. To set up the exhibit on Tuesday, August 3, 2021 at a time to be determined by the District.

5. To staff the exhibit during all hours of operation, including, but not limited to:
   - Wednesdays and Thursday, from 10:00 a.m. - 10:00 p.m.
   - Fridays and Saturdays, from 10:00 a.m. – 11 p.m.
   - Sundays, from 10:00 a.m. – 9:00 p.m.

6. To provide to the District by Friday, July 16, 2021, Contractor's staffing schedule, including names, dates, and time slots.

7. To supply tools, equipment and/or tack necessary to maintain exhibit, including daily cleaning, feeding, providing fresh water and monitoring of animals.

8. To remove the exhibit and all display materials by Monday, August 9, 2021, at a time to be arranged with the District. Contractor must receive approval from the District prior to teardown.

9. To provide professional, customer friendly service during OC Fair hours and adhere to the District's standard of Conduct Policies.

10. To provide high-quality care for the animals involved for the duration of the contract. State personnel have the right to inspect animals and their accommodations.

11. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening, and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.

12. The State reserves the right to terminate any contract at any time without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the State of further payment, obligations, and/or performances required by the terms of the contract.

DISTRICT AGREES:

1. To provide exhibit space in the Livestock area to be determined by the district.

2. To provide bedding for animals on display.

3. To provide necessary admission credentials and parking passes to Contractor.

4. To provide Special Event Liability Insurance (SELI), which will satisfy the General Liability requirement as listed in Exhibit E – Insurance Requirements, and as attached hereto and incorporated herein. Contractor is responsible for providing evidence of coverage for Automobile Liability and/or Workers' Compensation insurance, as applicable.

5. To pay Contractor a total sum not to exceed ONE THOUSAND DOLLARS ($1,000) upon satisfactory completion of services required herein. Payment will be made Net 30 and delivered via US Mail.

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5100-62

PAYMENT PROVISIONS:

Payment will be made Net 30 upon satisfactory completion of services herein required and upon receipt of proper invoice.

Invoice shall be itemized and contain the District's Purchase Order number 50259. Invoice to be sent via email to AP@ocfair.com or mailed as follows:

OC Fair & Event Center
Attn: Accounts Payable
88 Fair Drive
Costa Mesa, CA 92626

Contractor to receive a total sum not to exceed ONE THOUSAND DOLLARS ($1,000) upon satisfactory completion of services required herein. Payment will be made Net 30 and delivered via US Mail.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL:**
   This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
   No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
   Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
   Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
   The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR*:***
   Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:
During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:
Time is of the essence in this Agreement.

13. COMPENSATION:
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:
The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)
Page 3 of 4

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC 04/2017 / CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)
Page 2 of 4

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:**
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. **GENDER IDENTITY**:
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)
Page 3 of 4

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)
Page 4 of 4

4. CONTRACTOR NAME CHANGE:
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:
A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION:
Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:
This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS
Page 1 of 3

California Fair Services Authority #19-02

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate – The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. Coverages:

   a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall be not less than **$5,000,000 per occurrence** for Fairtime Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **$5,000,000 per occurrence** for the following types of Motorized Events: automobile races, drifting exhibitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, enduro, pro stock; **$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races; **$3,000,000 per occurrence** for Rodeo Events all types **with a paid gate** and any Rough Stock events; **$2,000,000 per occurrence** for Rodeo Events All Types **without a paid gate** and with any Rough Stock events and for Swap Meets/Flea Markets held two or more times per calendar year; **$2,000,000 per occurrence** for the following Motorized events: car jumping contests/demonstrations of hydraulic modifications to automobiles; **$2,000,000 per occurrence** for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Cannabis Festivals/Trade Shows, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; **$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events**; $1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

   The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the contractor/renter's activities, or business to be conducted under the contract or rental agreement/lease, must be listed in the Certificate of Insurance. If there is a self-insured retention or deductible in the contractor/renter's coverage equal to or in excess of $100,000, the self-insured retention/deductible amount shall be included as part of the Certificate of Insurance. A copy of the contractor/renter's policy declaration page containing this

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)
Page 2 of 3

information as an attachment/exhibit to the Certificate of Insurance will be acceptable, provided it contains all the aforementioned information.

b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than $1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.

c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

d. Medical Malpractice - Medical Malpractice coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving medical services.

e. Liquor Liability - Liquor Liability coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

5. Certificate Holder:
   - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
   - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

B. CFSA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

C. Master Certificates - A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)
Page 3 of 3

performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.

2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.

2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.

3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.

4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

-End Exhibit E-

EXHIBIT F – MEGAN'S LAW SCREENING CERTIFICATION AND LISTING

OC Fair & Event Center

This form must be completed legibly, with all information requested. Typewritten or computer-generated forms or reports may be substituted provided that: all required information is included in columnar form, and the listing report is attached to this form. The certification section must be signed by an authorized representative of the contractor.

Company/Organization Name: _____

Contact Name: _____ **Contact Telephone :**_____

Type of Company/Organization (Circle one):	**Contractor**	**Consultant**	**Concessionaire**
	Entertainer	**Exhibitor**	**Volunteer**

Other/Explanation if Needed: _____

The undersigned represents and warrants that attached to this Megan's Law Screening Certification and Listing is a full, true, correct, complete, and accurate listing of all persons scheduled to work or volunteer for the company/organization identified above ("Contractor") during the annual OC Fair or Imaginology. If any other or additional individuals will be performing work, labor, or services, I understand that my company/organization is required to submit a supplemental listing(s) identifying those individuals.

The undersigned represents and warrants that all persons and individuals performing services on behalf of Contractor, including, but not limited to, its agents, employees, subcontractors, and volunteers have been screened for sex offender registration before each individual commenced work, services, and/or was present at the OCFEC facility. The undersigned represents and warrants that no individual who is a registered sex offender will be assigned or permitted to perform services on behalf of Contractor at or on OCFEC premises.

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless OCFEC from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorney's fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of Contractor's obligations under this Megan's Law Screening Certification and Listing, regardless of responsibility of negligence; by reason of death, injury, property damage, however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Contractor, or any of its employees or agents).

The undersigned represents and warrants that he/she is fully authorized to execute this Megan's Law Screening Certification and Listing on behalf of Contractor.

_____ _____
Company/Organization Representative's Signature Title of Representative

_____ _____
Printed Name Date

EXHIBIT F – MEGAN'S LAW SCREENING CERTIFICATION AND LISTING (CONT.)
OC Fair & Event Center
Page 2 of 2

Megan's Law Screening Listing

Full Name (Last, First Middle)	Full Name (Last, First Middle)

Please duplicate this listing sheet if additional space is required

EXHIBIT G – UNIFORM AND ID PROCEDURES & CERTIFICATION

PROCEDURE 0004: Uniforms for Contractors and their Employees.

PPE (Personal Protective Equipment): Closed-toe shoes and steel toe work shoes/boots where appropriate and other PPE as required by task and OSHA guidelines.

Purpose: To ensure all OCFEC contractors, including employees, are wearing company approved uniforms when present in a working capacity at the OCFEC.

1. Each OCFEC contractor and its respective employees (collectively, "Contractor") shall wear their own company uniform at all times when working on OCFEC property, including without limitation, the Pacific Amphitheatre, The Hangar and Action Sports Arena.

2. A uniform can be a logo T-shirt, polo style shirt or full button down shirt; if a jacket (or outerwear) is also required, the jacket must have the company logo on the front of the jacket. OCFEC will require pre-approval of the company uniform style and logo. The company logo must be highly visible and non-offensive in nature.

3. If a Contractor wears a jacket (or outerwear), the required photo identification must remain visible at all times (Part X – Section A-6, Procedure 0005).

4. If any OCFEC Contractor is not in the proper company uniform, he or she will be asked to leave the OCFEC premises and may not return until he or she is wearing the required uniform.

5. If any OCFEC Contractor violates OCFEC procedures, including this OCFEC Contractor Uniform Policy, OCFEC management will ask the Contractor to permanently replace that employee.

6. Continued lack of support for, or adherence to, OCFEC procedures, including this OCFEC Contractor Uniform Policy, may result in the cancellation of the contract between the OCFEC and contractor.

PROCEDURE 0005: OCFEC Contractors and their Employees wearing identification in the Pacific Amphitheatre, backstage and on OCFEC property.

PPE (Personal Protective Equipment): Break-away OCFEC photo identification card lanyard.

Purpose: To ensure all contractors and their employees are properly wearing required identification in the proper manner.

1. Each OCFEC contractor and its respective employees (collectively, "Contractor") must wear OCFEC approved and supplied photo identification cards around their neck or in another highly visible area at all times while working for the OCFEC. (Note: an additional clip option is available due to work requirements).

2. The OCFEC department Director responsible for the work area will provide a complete list of all Contractors to badging trailer personnel. All Contractors must visit the OCFEC trailer to have their photograph taken and to be provided with their OCFEC photo identification card and a break-away lanyard (and/or clip if requested by the contractor).

3. The OCFEC department Director responsible for the work area will provide a copy of this OCFEC Contractor Photo Identification Procedure to all contractors to review and this OCFEC Contractor Photo Identification Procedure shall be incorporated as part of all OCFEC contracts.
4. Contractors may not access the backstage area of the Pacific Amphitheatre without a backstage pass, which must be pre-approved by the OCFEC department Director and OCFEC Vice President responsible for the work area.

5. All OCFEC department Directors and OCFEC Vice Presidents must forward to the Pacific Amphitheatre backstage Security Manager the name of each OCFEC Contractor that was issued a backstage pass by that Department Director or OCFEC Vice President. Only the Pacific Amphitheatre backstage Security Manager has the authority to provide OCFEC Contractors with Pacific Amphitheatre backstage passes. All Pacific Amphitheatre backstage passes must be worn by the OCFEC Contractor as described above.

6. All Contractors must be courteous and cooperative when at any venue access point, entry, gate or if approached by Security/Law Enforcement for ID inspection.

7. Contractors will be allowed in the Pacific Amphitheatre backstage area only to perform job functions; once the Contractor completes the Contractor's job functions in the Pacific Amphitheatre backstage area, Contractor must immediately leave the area.

8. Contractors not properly wearing required OCFEC identification will be asked to leave, or may be escorted from, the OCFEC property.

9. If any OCFEC Contractor violates OCFEC procedures, including this OCFEC Contractor Photo Identification Procedure, OCFEC management will ask the Contractor to permanently replace that employee.

10. Continued lack of support for, or adherence to, OCFEC procedures, including this OCFEC Contractor Photo Identification Procedure, may result in the cancellation of the contract between the OCFEC and Contractor.

By signing this form, the bidder has read and understood OCFEC's policies above, and is agreeing to follow all procedures.

_____ _____
(Print Name & Title) (Signature)

_____
(Date)

If this status form is not completely filled out, signed and submitted with bidder's response to the IFB, the bid will be rejected as non-responsive.

-End Exhibit G-

EXHIBIT H – ADDITIONAL CONTRACT TERMS AND CONDITIONS

1. AUTHORIZED REPRESENTATIVE

Contractor must maintain one (1) or more English speaking representatives who are authorized to take immediate action and make requested adjustments and/or changes as required by District Management. This person must be identified to the District as the Contractor's authorized representative.

2. LICENSES, PERMITS AND CERTIFICATIONS

Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s), permits(s) and certification(s) required by law or as part of this contract for accomplishing any work required in connection with this agreement. In the event any license(s), permit(s) or certification(s) expire at any time during the term of this contract, Contractor agrees to provide agency a copy of the renewed license(s), permit(s) or certification(s) within thirty (30) days following the expiration date

In the event the Contractor fails to keep in effect at all times all required license(s), permit(s), and certification(s), the District may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

3. SITE ACCESS

District shall allow Contractor access to the District's property as needed. If access is required during annual OC Fair hours, the District will provide necessary admission and parking credentials for the employees performing in service of the contract.

4. INSURANCE

Proof of insurance, meeting the requirements of the State (see Exhibit E) must be made available to the District within fifteen (15) days of contract award. Failure to do so could result in termination of said contract.

5. WORK PERMIT LAW

If Contractor employs youth under the age of eighteen (18) years, he/she is required by law to see that each such employee holds a valid work permit. Contractor is further required to adhere to all applicable child labor laws.

6. PERSONNEL

All Contractor employees are employees of the Contractor and not the District. No agent, servant or employee of the Contractor will under any circumstances be deemed an agent, servant or employee of the District.

The District reserves the sole absolute right to determine, at its discretion, that any person or agent used by Contractor in the performance of the contract shall be excluded from such performance on the grounds that his or her appearance or conduct is detrimental to the District's operation. Determination of these matters by District Management shall be final.

7. POTENTIAL SUBCONTRACTORS/INDEPENDENT CONTRACTORS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any subcontractors/independent contractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations contained herein. The Contractor agrees to be as fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor's obligation to pay its subcontractors/independent contractors is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any subcontractor/independent contractor.

Subcontracting of goods or services must be approved in writing by the District.

ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

8. SUPPLIERS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any suppliers.

The Contractor agrees to be as fully responsible to the District for the acts and omissions of its suppliers and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its suppliers is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any supplier.

9. TRAVEL, TRANSPORTATION AND ACCOMMODATIONS

Contractor is responsible for all necessary travel, fuel, transportation and housing accommodations.

10. INVOICES

Invoices shall be submitted upon completion of services rendered to the District.

All invoices must contain Contractor's invoice number, District-issued Purchase Order (PO) number, detailed work logs and hours by Service Type for the labor required to fulfill these services.

Contractor shall send invoices and any supporting documentation via email to AP@ocfair.com (the District's preferred mechanism) or mail to OC Fair & Event Center, Attn: Accounts Payable, 88 Fair Drive, Costa Mesa, CA 92626.

Upon contract award and throughout the duration of the contract, Contractor shall work with the District to ensure invoicing needs are continually met.

11. PAYMENT

Payments to the Contractor will be made by the 32nd District Agricultural Association and paid in full within 30 days upon satisfactory completion of each event and receipt of proper invoice.

12. PRICING/FINANCIAL PROPOSAL BID FORM

The Financial Proposal Bid Form will be used to develop the "not to exceed" amount of the contract. The estimated quantities provided are based upon historical experience and anticipated future needs, and may change depending upon actual needs/usage. Billing/invoicing will be determined by multiplying actual usage by the Service Type rate as entered on the Financial Proposal Bid Form.

The District may elect to add a contingency line item to accommodate specifications within the scope of the effort, if approved by the District, during the implementation of this contract.

13. MEGAN'S LAW SCREENING

All of Contractor's employees, agents, servants, volunteers, independent contractors and/or employees, agents, servants, volunteers, independent contractors of Contractor's subcontractors who will be performing job related duties on District premises must pass background checks under "Megan's Law" as required by the District's current Megan's Law policy (and as that policy may be amended by the District from time to time), and any other reasonable background checks that may be required by the District as a result of policies adopted by the District's Board of Directors. Contractor will certify in writing that they have conducted the required screening and will indemnify the District for any negligence arising out of or connected with their obligations pertaining to the required screening. Contractor shall not be held liable for the lack of or inaccuracies in reporting made available by the states. A full, true and correct copy of the District's current Megan's Law policy is attached.

ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

14. RIGHT TO REPLACE/DISMISS

Contractor's onsite personnel are subject to approval of the District during the entire term of contracted services. The District has the right, in accordance with applicable law, to require replacement of Contractor's onsite personnel or any member of Contractor's onsite personnel.

If at any time the District determines that any employee, agent or officer of Contractor or of Contractor's permitted subcontractors, is in violation of District policies regarding harassment, discrimination or offensive behavior or Megan's Law, or fails to meet the District's safety and customer service standards, the District may notify Contractor verbally and/or in writing. Contractor will promptly correct the behavior, performance or condition giving rise to the notification described herein to the satisfaction of the District. If Contractor fails to correct the behavior, performance or condition giving rise to the notification described herein, the District may demand that Contractor (or Contractor's subcontractor, as the case may be) cease using said employee at the District's facilities and Contractor (or Contractor's subcontractor, as the case may be) will promptly comply with such request. If the District requests replacement of onsite personnel or any of its members, Contractor must furnish a replacement immediately or as otherwise determined necessary by the District. Nothing contained in this paragraph shall obligate the District to monitor the behavior of Contractor's employees or of Contractor's subcontractor's employees. The District retains the right to review the resumes of all Contractor personnel and confirm compliance.

15. GRATUITIES

Contractor is prohibited from offering any gift or gratuity to employees and/or officers of the 32nd District Agricultural Association, as employees and officers are not permitted to accept them under any circumstances. Contractor and/or Contractor's employees shall not solicit or accept any gifts. This includes cash, tickets, food, drinks, merchandise or any other items from District staff, promoters and/or vendors to perform the functions detailed in this agreement. Any violations of this policy may result in the dismissal of the employee and a performance violation notice issued to the Contractor.

16. EVALUATION OF CONTRACTOR PERFORMANCE

Contractor will be evaluated on their performance, including, but not limited to, Contractor's record of conforming to contract requirements and to standards of good workmanship; Contractor's record of forecasting and controlling costs; Contractor's adherence to contract schedules, including the administrative aspects of performance; Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; Contractor's record of integrity and business ethics, and generally, Contractor's business-like concern for the interest of the District and its customers.

Contractor shall work with District staff to ensure contract compliance, whether by phone, email or in-person meetings, as determined necessary by the District. The District retains the right to notify Contractor of any performance issues at any time for the duration of the contract term. Notification will be provided in writing to Contractor, whereupon Contractor shall have five (5) days to respond to the District's request for compliance. Unless mutually agreed upon otherwise, performance issues shall be corrected within fifteen (15) days of District's notification to Contractor.

Failure to supply equipment and/or personnel as required may result in a notice of default and/or an adjustment to the fees charged for equipment and/or labor.

Contractor may be disqualified from potential bidding opportunities if the District deems Contractor as unresponsive to repeated requests for corrective action.

17. NON-EXCLUSIVE AGREEMENT

Contractor understands and agrees that this is a non-exclusive agreement. The District may hire other contractors for work of a similar or identical nature.

ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)
Page 4 of 5

18. TERMINATION

The District reserves the right to terminate any contract at any time with or without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations and/or performances required in the terms of the contract.

19. 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.

20. PHONE NUMBERS

Contractor shall provide the District with phone numbers for their authorized representative(s) and with a 24-hour "On Call" phone number for emergencies.

21. VEHICLES, EQUIPMENT AND SUPPLIES

All vehicles and equipment such as utility carts, trucks, trailers, vans, boom lifts, scissor lifts, pressure washers, back pack blowers, hand trucks, brooms, hoses and pickers and all cleaning supplies such as stripper, detergents, sanitizers, air fresheners and other chemicals shall be owned and/or provided by Contractor. The District will provide consumable paper products, waste receptacles and plastic waste receptacle liners. All vehicles and equipment will be clearly marked with Contractor's company name and/or logo. Equipment shall be in proper operating condition with all guards in place. No equipment shall be left unattended. Equipment and supplies must be stored in designated areas agreed upon by the District. All Safety Data Sheets (SDS) for all chemical-cleaning products used must be on-site accessible by the District, per Global Harmonization System (GHS). Contractor shall take all necessary safety precautions when using vehicles, equipment and cleaning products. Drivers of all vehicles and equipment shall possess a valid driver license and be 18 years of age or older. Street sweepers should be South Coast Air Quality Management District Rule 1186 certified and Rule 1186.1 compliant and no older than 2 years. Contractor shall furnish all necessary labor, supervision, equipment, tools, materials (excluding dumpsters), permits, transportation and insurance in the performance of these specifications.

22. VEHICLE UTILITY CARTS

Contractor may provide utility carts for employees, if necessary, to complete Scope of Work. Carts are not permitted to park in front of buildings or in pathways blocking pedestrian access points. Drivers shall possess a valid driver's license and be 18 years of age or older and abide by all applicable local, State and Federal laws related to cart safety. Weather protection of equipment is the responsibility of the Contractor.

23. VENUE CLEAN-UP

a. Contractor is to keep job site clean daily and upon project completion.
b. Contractor shall sweep and blow all debris daily and upon project completion.
c. Contractor will dump all green waste in the provided 40 yard dumpster on OCFEC grounds.
d. Do not dispose of any construction material or project waste on OCFEC grounds or in OCFEC containers.
e. Contractor is to keep all compound and chemicals out of storm drains & sewers.
f. Contractor will protect ground surfaces from oil and other leaks that may come from service trucks.

ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)
Page 5 of 5

24. TELEPHONE NUMBERS

Contractor shall provide the District with a 24-hour "On Call" phone number for emergencies and event schedule changes.

25. PERSONNEL POLICY

All Contractor employees must receive an orientation on the duties they will be required to perform, safety training to ensure employees working with chemicals are familiar with SDS per GHS and harassment training (prior to working). In addition, ongoing customer service training will be required during the term of this contract to educate current employees and new hires. Contractor is required to supply all required training and a schedule of planned training shall be provided to the District at the beginning of every quarter in January, April, July and October. All employees will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property; when entering and while working on the grounds. Badges will have the name visible and worn on the upper right or left torso. All badges must be returned from terminated employees. All other employee badges must be returned on Friday following the end of the OC Fair. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

26. UNIFORMS AND BADGES

Contractor's employees shall be at all times neatly and cleanly uniformed and must meet reasonable prescribed grooming guidelines and appearance standards.
The District requires Contractor's employees to wear badges, identification cards, and/or credentials in a clearly visible location (per attached procedure) while Contractor's employees are on the District's premises. Contractor personnel will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property, when entering and while working on the grounds. Badges shall have the name visible and worn on the upper right or left torso. Badges are specific to each person and are non-transferable. All badges must be returned from terminated employees. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

27. SUBCONTRACTING

Subcontracting of goods or services must be approved in writing, by the District.

28. FIRE REGULATIONS

All fire regulations as prescribed by the State Fire Marshal must be strictly adhered to.

-End Exhibit H-

EXHIBIT I – COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

1. SCOPE

As a result of the worldwide COVID-19 pandemic, the 32nd District Agricultural Association (OCFEC) implemented numerous essential protocols and procedures to protect OCFEC staff, renters, event promoter/producer employees, exhibitors, vendors, contractors, subcontractors, volunteers and members of the public. These protocols and procedures do not supersede or replace any existing orders issued by local governments, the State of California or the Federal Government. The protocol and procedure guidelines (COVID-19 Guidelines) apply equally to all organizations and persons doing business on OCFEC property, both public and private, and all event types, commercial, trade or other, hosted at the OCFEC.

2. SICK, ELDERLY AND VULNERABLE PERSONS

Anyone who feels sick should remain at home. In addition, high-risk persons who are over 65 years of age, or anyone with chronic illness or underlying medical conditions, should continue to follow recommendations to stay at home and limit public interaction.

3. PHYSICAL DISTANCING IN THE WORKPLACE

Physical distancing of a minimum of six (6) feet should be maintained between customer-facing employees and the general public, and – to the extent practical – between employees in the field or at employee workstations. Where isolation of employees in the field or at employee workstations is impractical, face coverings must be worn without exception.

4. HANDWASHING, PERSONAL PROTECTIVE EQUIPMENT, AND TESTING

Renters, event promoters, event producers, exhibitors, vendors, and their respective contractors, subcontractors and volunteers (collectively, “Business Partners”) conducting business at the OCFEC must require all customer-facing employees to either wash their hands or use hand sanitizer every thirty minutes, or wear disposable gloves which are to be changed as frequently as specified by guidelines established for each applicable job assignment. Face coverings must be provided to all employees.

Before starting a shift, all OCFEC employees and all Business Partner employees, must have their temperatures taken and documented, and individual(s) will not be permitted to remain at work if the temperature reading exceeds 100.4 degrees (°) Fahrenheit. Affected individual(s) may only return to work after registering and documenting their temperature reading below 100.4° Fahrenheit for seventy-two (72) consecutive hours.

All OCFEC event attendees, before entering OCFEC premises, must have their temperatures taken and documented. Any OCFEC event attendee with a temperature reading above 100.4° Fahrenheit will not be permitted to attend the event and will be required to immediately leave the OCFEC premises. Paid admission/parking fee refunds will be subject to processing schedule.

All competitive professional and amateur sports participants, including youth sports participants, must be tested for COVID-19 at least one (1) week before the date of the scheduled competition, and will not be permitted to compete if the intended participant tests positive for COVID-19. If the intended participant tests positive for COVID-19, he/she will not be allowed to participate in any activities at the OCFEC until after (i) receiving a negative result on a subsequent COVID-19 test and (ii) satisfying the specified 14-day (or otherwise governmentally specified) COVID-19 quarantine period.

EXHIBIT I – COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

OCFEC Business Partners should make every effort to limit physical touch points at their respective places of business, including at the OCFEC. All OCFEC event promoters must significantly increase frequency of sanitation and disinfection measures at all workstations and equipment that come into contact with OCFEC employees and the general public. All OCFEC Business Partners must assess and identify the frequency of necessary sanitation and disinfection practices, and will review and agree upon a sanitation and disinfection schedule with the OCFEC.

Face coverings and disposable gloves must be worn by all OCFEC Business Partner customer-facing employees. All OCFEC event attendees and visitors must wear appropriate face coverings. Physical barriers, if available, are preferred but not required as the general public will make the personal decision of whether to attend an event at the OCFEC and/or patronize an OCFEC Business Partner. For the benefit of the public, OCFEC employees and Business Partner employees, handwashing or hand sanitizing should be done as soon as possible following the handling of materials that come in contact with the general public.

5. EVENT ATTENDANCE LIMITATIONS

Attendance at all OCFEC events, including all move-in and move-out activities, must be limited at any given time, to no more than the current maximum attendance levels permitted by all applicable local and state orders or laws.

OCFEC Business Partners must establish and actively enforce measures to monitor and ensure attendance limitation compliance. If an OFCEC Business Partner fails to comply with event attendance limitations, the OCFEC in its sole and absolute discretion may cancel the event without notice and refer the matter to local law enforcement.

6. OCFEC BUSINESS PARTNER COMPLIANCE

OCFEC Business Partners shall make every effort to assure compliance with COVID-19 related mitigation requirements. If an OCFEC Business Partner fails to comply with these COVID-19 Guidelines, the OCFEC in its sole and absolute discretion may close non-compliant event spaces, exhibitor spaces or other such rental spaces, or may cancel the event without notice and refer the matter to local law enforcement.

7. COVID-19 RELEASE AND WAIVER OF LIABILITY

As consideration for being permitted to conduct event activities at the OCFEC, OCFEC Business Partners must acknowledge and agree to all COVID-19 Pandemic and related governmental orders, directives and guidelines, and forever release the 32nd District Agricultural Association, the State, California Fair Services Authority (“CFSA”), the County, the Lessor, and any fair affiliated organization, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively “Releasees”) from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner’s employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner’s participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.

EXHIBIT I – COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

8. EVENT ORGANIZATION PROTOCOLS

Each OCFEC Business Partner must submit event organization-specific COVID-19 related infection mitigation protocols and procedures for OCFEC review and approval no later than thirty (30) days before the event's scheduled move-in date. The OCFEC reserves the right to reject any protocols and procedures that are in conflict with, or are less stringent than, the COVID-19 Guidelines. If the OCFEC rejects the OCFEC Business Partner's COVID-19 related infection mitigation protocols and procedures, the OCFEC Business Partner must resubmit revised infection mitigation protocols and procedures for review no less than fifteen (15) days before the event's scheduled move-in date. If OCFEC Business Partner fails to submit the COVID-19 related infection mitigation protocols and procedures on time, the OCFEC in its sole and absolute discretion may terminate the agreement and cancel the event without notice.

9. FURTHER ACTION AS NECESSARY

The OCFEC reserves the right to modify these COVID-19 Guidelines as circumstances warrant. Specifically, the OCFEC recognizes that additional restrictions not reflected in these guidelines may be necessary to address the health and safety of certain populations depending upon their age or underlying health concerns, or otherwise to address medical issues as they arise.

I HAVE CAREFULLY READ THIS AGREEMENT EXHIBIT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A CONTRACTUAL AGREEMENT BETWEEN MYSELF AND THE 32ND DISTRICT AGRICULTURAL ASSOCIATION, THE STATE, CFSA, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed on _____, 20____

OCFEC BUSINESS PARTNER

_____
Signature

_____
Address

_____
Address

-End Exhibit I-

STATE OF CALIFORNIA
STANDARD AGREEMENT **R_____ A_____ F_____**
STD 213 (Rev. 03/2019)

AGREEMENT NUMBER
SA-071-21LS

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
KRUSE FEED & SUPPLY

2. The term of this Agreement is: 07/05/2021 through 08/16/2021 **FED ID:**

3. The maximum amount of this Agreement is: **-0-**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work **–** Livestock show supplies and chicken display at 2021 OC Fair	Pages 2-3
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 4
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 5-8
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 9-12
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 13-15
Exhibit F – OCFEC Megan's Law Screening & Certification Form (Attached hereto as part of this agreement)	Pages 16-17
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 18-19
Exhibit H – Additional Contract Terms & Conditions (Attached hereto as part of this agreement)	Pages 20–24
Exhibit I – COVID-19 Infection Mitigation Protocol & Procedure Guidelines (Attached hereto as part of this agreement)	Pages 25-27

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
KRUSE FEED & SUPPLY

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Wes Alcott, Owner

CONTRACTOR BUSINESS ADDRESS
2300 E. Lambert Road, La Habra, CA 90631
(562) 690-6998; wes.alcott@gmail.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND District Agricultural Association/OC Fair & Event Center

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Joan Hamill, Chief Business Development Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK

CONTRACT REPRESENTATIVES

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER
Evy Young, Agriculture Education Supervisor
Phone Number (714) 708- 1925

KRUSE FEED & SUPPLY
Wes Alcott, Owner
(562) 690-6998

CONTRACTOR AGREES:

A. To provide a display of livestock show equipment for OC Fair Market Livestock exhibitors beginning Monday, July 5, 2021 through Sunday, July 11, 2021.

   a. To set up the exhibit on Monday, July 5, 2021 at a time to be determined by the District.

   b. To staff the exhibit during all hours of operation, including, but not limited to 7 a.m. – 6 p.m. daily.

   c. To begin removal of the exhibit and all display materials no earlier than 7:00 a.m. on Sunday, July 11, 2021. Contractor must receive approval from the District prior to teardown.

B. To provide a static display presenting various chicken products and educational information beginning Wednesday, August 4 through Sunday, August 15, 2021.

   a. To set up the exhibit on Tuesday, August 3, 2021 at a time to be determined by the District.

   b. To begin removal of the exhibit and all display materials no earlier than 9:00 p.m. on Sunday, August 15, 2021. Contractor must receive approval from the District prior to teardown.

C. To supply tools, equipment and/or tack necessary to maintain exhibit.

D. To provide information to the District for signage.

E. To provide professional, customer friendly service during OC Fair hours and adhere to the District's standard of Conduct Policies.

F. To provide the District proof of insurance.

G. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening, and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.

H. The State reserves the right to terminate any contract at any time without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the State of further payment, obligations, and/or performances required by the terms of the contract.

EXHIBIT A – SCOPE OF WORK

DISTRICT AGREES:

A. To provide exhibit space in the Livestock area.

B. To provide necessary admission credentials and parking passes to Contractor.

C. To allow Contractor to retain all sales and sell Contractor-branded items at no commission to the District. All items must be pre-approved by the District.

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

Not Applicable.

PAYMENT PROVISIONS:

Not Applicable.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL:**
   This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
   No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
   Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
   Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
   The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR*:***
   Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:
During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:
Time is of the essence in this Agreement.

13. COMPENSATION:
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:
The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)
Page 3 of 4

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC 04/2017 / CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)
Page 2 of 4

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:**
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. **GENDER IDENTITY**:
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)
Page 3 of 4

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)
Page 4 of 4

4. CONTRACTOR NAME CHANGE:
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:
A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION:
Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:
This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS
Page 1 of 3

California Fair Services Authority #19-02

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate – The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. Coverages:

   a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall be not less than **$5,000,000 per occurrence** for Fairtime Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **$5,000,000 per occurrence** for the following types of Motorized Events: automobile races, drifting exhibitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, enduro, pro stock; **$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races; **$3,000,000 per occurrence** for Rodeo Events all types **with a paid gate** and any Rough Stock events; **$2,000,000 per occurrence** for Rodeo Events All Types **without a paid gate** and with any Rough Stock events and for Swap Meets/Flea Markets held two or more times per calendar year; **$2,000,000 per occurrence** for the following Motorized events: car jumping contests/demonstrations of hydraulic modifications to automobiles; **$2,000,000 per occurrence** for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Cannabis Festivals/Trade Shows, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; **$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events**; $1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

   The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the contractor/renter's activities, or business to be conducted under the contract or rental agreement/lease, must be listed in the Certificate of Insurance. If there is a self-insured retention or deductible in the contractor/renter's coverage equal to or in excess of $100,000, the self-insured retention/deductible amount shall be included as part of the Certificate of Insurance. A copy of the contractor/renter's policy declaration page containing this

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)
Page 2 of 3

information as an attachment/exhibit to the Certificate of Insurance will be acceptable, provided it contains all the aforementioned information.

b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than $1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.

c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

d. Medical Malpractice - Medical Malpractice coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving medical services.

e. Liquor Liability - Liquor Liability coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

5. Certificate Holder:
   - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
   - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

B. CFSA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

C. Master Certificates - A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)
Page 3 of 3

performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.

2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.

2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.

3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.

4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

-End Exhibit E-

EXHIBIT F – MEGAN'S LAW SCREENING CERTIFICATION AND LISTING

OC Fair & Event Center

Page 1 of 2

This form must be completed legibly, with all information requested. Typewritten or computer-generated forms or reports may be substituted provided that: all required information is included in columnar form, and the listing report is attached to this form. The certification section must be signed by an authorized representative of the contractor.

Company/Organization Name: _____

Contact Name: _____ **Contact Telephone :**_____

Type of Company/Organization (Circle one):	**Contractor**	**Consultant**	**Concessionaire**
	Entertainer	**Exhibitor**	**Volunteer**

Other/Explanation if Needed: _____

The undersigned represents and warrants that attached to this Megan's Law Screening Certification and Listing is a full, true, correct, complete, and accurate listing of all persons scheduled to work or volunteer for the company/organization identified above ("Contractor") during the annual OC Fair or Imaginology. If any other or additional individuals will be performing work, labor, or services, I understand that my company/organization is required to submit a supplemental listing(s) identifying those individuals.

The undersigned represents and warrants that all persons and individuals performing services on behalf of Contractor, including, but not limited to, its agents, employees, subcontractors, and volunteers have been screened for sex offender registration before each individual commenced work, services, and/or was present at the OCFEC facility. The undersigned represents and warrants that no individual who is a registered sex offender will be assigned or permitted to perform services on behalf of Contractor at or on OCFEC premises.

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless OCFEC from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorney's fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of Contractor's obligations under this Megan's Law Screening Certification and Listing, regardless of responsibility of negligence; by reason of death, injury, property damage, however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Contractor, or any of its employees or agents).

The undersigned represents and warrants that he/she is fully authorized to execute this Megan's Law Screening Certification and Listing on behalf of Contractor.

_____ _____
Company/Organization Representative's Signature Title of Representative

_____ _____
Printed Name Date

EXHIBIT F – MEGAN'S LAW SCREENING CERTIFICATION AND LISTING (CONT.)
OC Fair & Event Center
Page 2 of 2

Megan's Law Screening Listing

Full Name (Last, First Middle)	Full Name (Last, First Middle)

Please duplicate this listing sheet if additional space is required

EXHIBIT G – UNIFORM AND ID PROCEDURES & CERTIFICATION

PROCEDURE 0004: Uniforms for Contractors and their Employees.

PPE (Personal Protective Equipment): Closed-toe shoes and steel toe work shoes/boots where appropriate and other PPE as required by task and OSHA guidelines.

Purpose: To ensure all OCFEC contractors, including employees, are wearing company approved uniforms when present in a working capacity at the OCFEC.

1. Each OCFEC contractor and its respective employees (collectively, "Contractor") shall wear their own company uniform at all times when working on OCFEC property, including without limitation, the Pacific Amphitheatre, The Hangar and Action Sports Arena.

2. A uniform can be a logo T-shirt, polo style shirt or full button down shirt; if a jacket (or outerwear) is also required, the jacket must have the company logo on the front of the jacket. OCFEC will require pre-approval of the company uniform style and logo. The company logo must be highly visible and non-offensive in nature.

3. If a Contractor wears a jacket (or outerwear), the required photo identification must remain visible at all times (Part X – Section A-6, Procedure 0005).

4. If any OCFEC Contractor is not in the proper company uniform, he or she will be asked to leave the OCFEC premises and may not return until he or she is wearing the required uniform.

5. If any OCFEC Contractor violates OCFEC procedures, including this OCFEC Contractor Uniform Policy, OCFEC management will ask the Contractor to permanently replace that employee.

6. Continued lack of support for, or adherence to, OCFEC procedures, including this OCFEC Contractor Uniform Policy, may result in the cancellation of the contract between the OCFEC and contractor.

PROCEDURE 0005: OCFEC Contractors and their Employees wearing identification in the Pacific Amphitheatre, backstage and on OCFEC property.

PPE (Personal Protective Equipment): Break-away OCFEC photo identification card lanyard.

Purpose: To ensure all contractors and their employees are properly wearing required identification in the proper manner.

1. Each OCFEC contractor and its respective employees (collectively, "Contractor") must wear OCFEC approved and supplied photo identification cards around their neck or in another highly visible area at all times while working for the OCFEC. (Note: an additional clip option is available due to work requirements).

2. The OCFEC department Director responsible for the work area will provide a complete list of all Contractors to badging trailer personnel. All Contractors must visit the OCFEC trailer to have their photograph taken and to be provided with their OCFEC photo identification card and a break-away lanyard (and/or clip if requested by the contractor).

3. The OCFEC department Director responsible for the work area will provide a copy of this OCFEC Contractor Photo Identification Procedure to all contractors to review and this OCFEC Contractor Photo Identification Procedure shall be incorporated as part of all OCFEC contracts.
4. Contractors may not access the backstage area of the Pacific Amphitheatre without a backstage pass, which must be pre-approved by the OCFEC department Director and OCFEC Vice President responsible for the work area.

5. All OCFEC department Directors and OCFEC Vice Presidents must forward to the Pacific Amphitheatre backstage Security Manager the name of each OCFEC Contractor that was issued a backstage pass by that Department Director or OCFEC Vice President. Only the Pacific Amphitheatre backstage Security Manager has the authority to provide OCFEC Contractors with Pacific Amphitheatre backstage passes. All Pacific Amphitheatre backstage passes must be worn by the OCFEC Contractor as described above.

6. All Contractors must be courteous and cooperative when at any venue access point, entry, gate or if approached by Security/Law Enforcement for ID inspection.

7. Contractors will be allowed in the Pacific Amphitheatre backstage area only to perform job functions; once the Contractor completes the Contractor's job functions in the Pacific Amphitheatre backstage area, Contractor must immediately leave the area.

8. Contractors not properly wearing required OCFEC identification will be asked to leave, or may be escorted from, the OCFEC property.

9. If any OCFEC Contractor violates OCFEC procedures, including this OCFEC Contractor Photo Identification Procedure, OCFEC management will ask the Contractor to permanently replace that employee.

10. Continued lack of support for, or adherence to, OCFEC procedures, including this OCFEC Contractor Photo Identification Procedure, may result in the cancellation of the contract between the OCFEC and Contractor.

By signing this form, the bidder has read and understood OCFEC's policies above, and is agreeing to follow all procedures.

_____ _____

(Print Name & Title) (Signature)

_____

(Date)

If this status form is not completely filled out, signed and submitted with bidder's response to the IFB, the bid will be rejected as non-responsive.

-End Exhibit G-

EXHIBIT H – ADDITIONAL CONTRACT TERMS AND CONDITIONS

1. AUTHORIZED REPRESENTATIVE

Contractor must maintain one (1) or more English speaking representatives who are authorized to take immediate action and make requested adjustments and/or changes as required by District Management. This person must be identified to the District as the Contractor's authorized representative.

2. LICENSES, PERMITS AND CERTIFICATIONS

Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s), permits(s) and certification(s) required by law or as part of this contract for accomplishing any work required in connection with this agreement. In the event any license(s), permit(s) or certification(s) expire at any time during the term of this contract, Contractor agrees to provide agency a copy of the renewed license(s), permit(s) or certification(s) within thirty (30) days following the expiration date

In the event the Contractor fails to keep in effect at all times all required license(s), permit(s), and certification(s), the District may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

3. SITE ACCESS

District shall allow Contractor access to the District's property as needed. If access is required during annual OC Fair hours, the District will provide necessary admission and parking credentials for the employees performing in service of the contract.

4. INSURANCE

Proof of insurance, meeting the requirements of the State (see Exhibit E) must be made available to the District within fifteen (15) days of contract award. Failure to do so could result in termination of said contract.

5. WORK PERMIT LAW

If Contractor employs youth under the age of eighteen (18) years, he/she is required by law to see that each such employee holds a valid work permit. Contractor is further required to adhere to all applicable child labor laws.

6. PERSONNEL

All Contractor employees are employees of the Contractor and not the District. No agent, servant or employee of the Contractor will under any circumstances be deemed an agent, servant or employee of the District.

The District reserves the sole absolute right to determine, at its discretion, that any person or agent used by Contractor in the performance of the contract shall be excluded from such performance on the grounds that his or her appearance or conduct is detrimental to the District's operation. Determination of these matters by District Management shall be final.

7. POTENTIAL SUBCONTRACTORS/INDEPENDENT CONTRACTORS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any subcontractors/independent contractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations contained herein. The Contractor agrees to be as fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor's obligation to pay its subcontractors/independent contractors is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any subcontractor/independent contractor.

Subcontracting of goods or services must be approved in writing by the District.

ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

8. SUPPLIERS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any suppliers.

The Contractor agrees to be as fully responsible to the District for the acts and omissions of its suppliers and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its suppliers is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any supplier.

9. TRAVEL, TRANSPORTATION AND ACCOMMODATIONS

Contractor is responsible for all necessary travel, fuel, transportation and housing accommodations.

10. INVOICES

Invoices shall be submitted upon completion of services rendered to the District.

All invoices must contain Contractor's invoice number, District-issued Purchase Order (PO) number, detailed work logs and hours by Service Type for the labor required to fulfill these services.

Contractor shall send invoices and any supporting documentation via email to AP@ocfair.com (the District's preferred mechanism) or mail to OC Fair & Event Center, Attn: Accounts Payable, 88 Fair Drive, Costa Mesa, CA 92626.

Upon contract award and throughout the duration of the contract, Contractor shall work with the District to ensure invoicing needs are continually met.

11. PAYMENT

Payments to the Contractor will be made by the 32nd District Agricultural Association and paid in full within 30 days upon satisfactory completion of each event and receipt of proper invoice.

12. PRICING/FINANCIAL PROPOSAL BID FORM

The Financial Proposal Bid Form will be used to develop the "not to exceed" amount of the contract. The estimated quantities provided are based upon historical experience and anticipated future needs, and may change depending upon actual needs/usage. Billing/invoicing will be determined by multiplying actual usage by the Service Type rate as entered on the Financial Proposal Bid Form.

The District may elect to add a contingency line item to accommodate specifications within the scope of the effort, if approved by the District, during the implementation of this contract.

13. MEGAN'S LAW SCREENING

All of Contractor's employees, agents, servants, volunteers, independent contractors and/or employees, agents, servants, volunteers, independent contractors of Contractor's subcontractors who will be performing job related duties on District premises must pass background checks under "Megan's Law" as required by the District's current Megan's Law policy (and as that policy may be amended by the District from time to time), and any other reasonable background checks that may be required by the District as a result of policies adopted by the District's Board of Directors. Contractor will certify in writing that they have conducted the required screening and will indemnify the District for any negligence arising out of or connected with their obligations pertaining to the required screening. Contractor shall not be held liable for the lack of or inaccuracies in reporting made available by the states. A full, true and correct copy of the District's current Megan's Law policy is attached.

ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

14. RIGHT TO REPLACE/DISMISS

Contractor's onsite personnel are subject to approval of the District during the entire term of contracted services. The District has the right, in accordance with applicable law, to require replacement of Contractor's onsite personnel or any member of Contractor's onsite personnel.

If at any time the District determines that any employee, agent or officer of Contractor or of Contractor's permitted subcontractors, is in violation of District policies regarding harassment, discrimination or offensive behavior or Megan's Law, or fails to meet the District's safety and customer service standards, the District may notify Contractor verbally and/or in writing. Contractor will promptly correct the behavior, performance or condition giving rise to the notification described herein to the satisfaction of the District. If Contractor fails to correct the behavior, performance or condition giving rise to the notification described herein, the District may demand that Contractor (or Contractor's subcontractor, as the case may be) cease using said employee at the District's facilities and Contractor (or Contractor's subcontractor, as the case may be) will promptly comply with such request. If the District requests replacement of onsite personnel or any of its members, Contractor must furnish a replacement immediately or as otherwise determined necessary by the District. Nothing contained in this paragraph shall obligate the District to monitor the behavior of Contractor's employees or of Contractor's subcontractor's employees. The District retains the right to review the resumes of all Contractor personnel and confirm compliance.

15. GRATUITIES

Contractor is prohibited from offering any gift or gratuity to employees and/or officers of the 32nd District Agricultural Association, as employees and officers are not permitted to accept them under any circumstances. Contractor and/or Contractor's employees shall not solicit or accept any gifts. This includes cash, tickets, food, drinks, merchandise or any other items from District staff, promoters and/or vendors to perform the functions detailed in this agreement. Any violations of this policy may result in the dismissal of the employee and a performance violation notice issued to the Contractor.

16. EVALUATION OF CONTRACTOR PERFORMANCE

Contractor will be evaluated on their performance, including, but not limited to, Contractor's record of conforming to contract requirements and to standards of good workmanship; Contractor's record of forecasting and controlling costs; Contractor's adherence to contract schedules, including the administrative aspects of performance; Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; Contractor's record of integrity and business ethics, and generally, Contractor's business-like concern for the interest of the District and its customers.

Contractor shall work with District staff to ensure contract compliance, whether by phone, email or in-person meetings, as determined necessary by the District. The District retains the right to notify Contractor of any performance issues at any time for the duration of the contract term. Notification will be provided in writing to Contractor, whereupon Contractor shall have five (5) days to respond to the District's request for compliance. Unless mutually agreed upon otherwise, performance issues shall be corrected within fifteen (15) days of District's notification to Contractor.

Failure to supply equipment and/or personnel as required may result in a notice of default and/or an adjustment to the fees charged for equipment and/or labor.

Contractor may be disqualified from potential bidding opportunities if the District deems Contractor as unresponsive to repeated requests for corrective action.

17. NON-EXCLUSIVE AGREEMENT

Contractor understands and agrees that this is a non-exclusive agreement. The District may hire other contractors for work of a similar or identical nature.

ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)
Page 4 of 5

18. TERMINATION

The District reserves the right to terminate any contract at any time with or without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations and/or performances required in the terms of the contract.

19. 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.

20. PHONE NUMBERS

Contractor shall provide the District with phone numbers for their authorized representative(s) and with a 24-hour "On Call" phone number for emergencies.

21. VEHICLES, EQUIPMENT AND SUPPLIES

All vehicles and equipment such as utility carts, trucks, trailers, vans, boom lifts, scissor lifts, pressure washers, back pack blowers, hand trucks, brooms, hoses and pickers and all cleaning supplies such as stripper, detergents, sanitizers, air fresheners and other chemicals shall be owned and/or provided by Contractor. The District will provide consumable paper products, waste receptacles and plastic waste receptacle liners. All vehicles and equipment will be clearly marked with Contractor's company name and/or logo. Equipment shall be in proper operating condition with all guards in place. No equipment shall be left unattended. Equipment and supplies must be stored in designated areas agreed upon by the District. All Safety Data Sheets (SDS) for all chemical-cleaning products used must be on-site accessible by the District, per Global Harmonization System (GHS). Contractor shall take all necessary safety precautions when using vehicles, equipment and cleaning products. Drivers of all vehicles and equipment shall possess a valid driver license and be 18 years of age or older. Street sweepers should be South Coast Air Quality Management District Rule 1186 certified and Rule 1186.1 compliant and no older than 2 years. Contractor shall furnish all necessary labor, supervision, equipment, tools, materials (excluding dumpsters), permits, transportation and insurance in the performance of these specifications.

22. VEHICLE UTILITY CARTS

Contractor may provide utility carts for employees, if necessary, to complete Scope of Work. Carts are not permitted to park in front of buildings or in pathways blocking pedestrian access points. Drivers shall possess a valid driver's license and be 18 years of age or older and abide by all applicable local, State and Federal laws related to cart safety. Weather protection of equipment is the responsibility of the Contractor.

23. VENUE CLEAN-UP

a. Contractor is to keep job site clean daily and upon project completion.
b. Contractor shall sweep and blow all debris daily and upon project completion.
c. Contractor will dump all green waste in the provided 40 yard dumpster on OCFEC grounds.
d. Do not dispose of any construction material or project waste on OCFEC grounds or in OCFEC containers.
e. Contractor is to keep all compound and chemicals out of storm drains & sewers.
f. Contractor will protect ground surfaces from oil and other leaks that may come from service trucks.

ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)
Page 5 of 5

24. TELEPHONE NUMBERS

Contractor shall provide the District with a 24-hour "On Call" phone number for emergencies and event schedule changes.

25. PERSONNEL POLICY

All Contractor employees must receive an orientation on the duties they will be required to perform, safety training to ensure employees working with chemicals are familiar with SDS per GHS and harassment training (prior to working). In addition, ongoing customer service training will be required during the term of this contract to educate current employees and new hires. Contractor is required to supply all required training and a schedule of planned training shall be provided to the District at the beginning of every quarter in January, April, July and October. All employees will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property; when entering and while working on the grounds. Badges will have the name visible and worn on the upper right or left torso. All badges must be returned from terminated employees. All other employee badges must be returned on Friday following the end of the OC Fair. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

26. UNIFORMS AND BADGES

Contractor's employees shall be at all times neatly and cleanly uniformed and must meet reasonable prescribed grooming guidelines and appearance standards.
The District requires Contractor's employees to wear badges, identification cards, and/or credentials in a clearly visible location (per attached procedure) while Contractor's employees are on the District's premises. Contractor personnel will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property, when entering and while working on the grounds. Badges shall have the name visible and worn on the upper right or left torso. Badges are specific to each person and are non-transferable. All badges must be returned from terminated employees. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

27. SUBCONTRACTING

Subcontracting of goods or services must be approved in writing, by the District.

28. FIRE REGULATIONS

All fire regulations as prescribed by the State Fire Marshal must be strictly adhered to.

-End Exhibit H-

EXHIBIT I – COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

1. SCOPE

As a result of the worldwide COVID-19 pandemic, the 32nd District Agricultural Association (OCFEC) implemented numerous essential protocols and procedures to protect OCFEC staff, renters, event promoter/producer employees, exhibitors, vendors, contractors, subcontractors, volunteers and members of the public. These protocols and procedures do not supersede or replace any existing orders issued by local governments, the State of California or the Federal Government. The protocol and procedure guidelines (COVID-19 Guidelines) apply equally to all organizations and persons doing business on OCFEC property, both public and private, and all event types, commercial, trade or other, hosted at the OCFEC.

2. SICK, ELDERLY AND VULNERABLE PERSONS

Anyone who feels sick should remain at home. In addition, high-risk persons who are over 65 years of age, or anyone with chronic illness or underlying medical conditions, should continue to follow recommendations to stay at home and limit public interaction.

3. PHYSICAL DISTANCING IN THE WORKPLACE

Physical distancing of a minimum of six (6) feet should be maintained between customer-facing employees and the general public, and – to the extent practical – between employees in the field or at employee workstations. Where isolation of employees in the field or at employee workstations is impractical, face coverings must be worn without exception.

4. HANDWASHING, PERSONAL PROTECTIVE EQUIPMENT, AND TESTING

Renters, event promoters, event producers, exhibitors, vendors, and their respective contractors, subcontractors and volunteers (collectively, “Business Partners”) conducting business at the OCFEC must require all customer-facing employees to either wash their hands or use hand sanitizer every thirty minutes, or wear disposable gloves which are to be changed as frequently as specified by guidelines established for each applicable job assignment. Face coverings must be provided to all employees.

Before starting a shift, all OCFEC employees and all Business Partner employees, must have their temperatures taken and documented, and individual(s) will not be permitted to remain at work if the temperature reading exceeds 100.4 degrees (°) Fahrenheit. Affected individual(s) may only return to work after registering and documenting their temperature reading below 100.4° Fahrenheit for seventy-two (72) consecutive hours.

All OCFEC event attendees, before entering OCFEC premises, must have their temperatures taken and documented. Any OCFEC event attendee with a temperature reading above 100.4° Fahrenheit will not be permitted to attend the event and will be required to immediately leave the OCFEC premises. Paid admission/parking fee refunds will be subject to processing schedule.

All competitive professional and amateur sports participants, including youth sports participants, must be tested for COVID-19 at least one (1) week before the date of the scheduled competition, and will not be permitted to compete if the intended participant tests positive for COVID-19. If the intended participant tests positive for COVID-19, he/she will not be allowed to participate in any activities at the OCFEC until after (i) receiving a negative result on a subsequent COVID-19 test and (ii) satisfying the specified 14-day (or otherwise governmentally specified) COVID-19 quarantine period.

EXHIBIT I – COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

OCFEC Business Partners should make every effort to limit physical touch points at their respective places of business, including at the OCFEC. All OCFEC event promoters must significantly increase frequency of sanitation and disinfection measures at all workstations and equipment that come into contact with OCFEC employees and the general public. All OCFEC Business Partners must assess and identify the frequency of necessary sanitation and disinfection practices, and will review and agree upon a sanitation and disinfection schedule with the OCFEC.

Face coverings and disposable gloves must be worn by all OCFEC Business Partner customer-facing employees. All OCFEC event attendees and visitors must wear appropriate face coverings. Physical barriers, if available, are preferred but not required as the general public will make the personal decision of whether to attend an event at the OCFEC and/or patronize an OCFEC Business Partner. For the benefit of the public, OCFEC employees and Business Partner employees, handwashing or hand sanitizing should be done as soon as possible following the handling of materials that come in contact with the general public.

5. EVENT ATTENDANCE LIMITATIONS

Attendance at all OCFEC events, including all move-in and move-out activities, must be limited at any given time, to no more than the current maximum attendance levels permitted by all applicable local and state orders or laws.

OCFEC Business Partners must establish and actively enforce measures to monitor and ensure attendance limitation compliance. If an OFCEC Business Partner fails to comply with event attendance limitations, the OCFEC in its sole and absolute discretion may cancel the event without notice and refer the matter to local law enforcement.

6. OCFEC BUSINESS PARTNER COMPLIANCE

OCFEC Business Partners shall make every effort to assure compliance with COVID-19 related mitigation requirements. If an OCFEC Business Partner fails to comply with these COVID-19 Guidelines, the OCFEC in its sole and absolute discretion may close non-compliant event spaces, exhibitor spaces or other such rental spaces, or may cancel the event without notice and refer the matter to local law enforcement.

7. COVID-19 RELEASE AND WAIVER OF LIABILITY

As consideration for being permitted to conduct event activities at the OCFEC, OCFEC Business Partners must acknowledge and agree to all COVID-19 Pandemic and related governmental orders, directives and guidelines, and forever release the 32nd District Agricultural Association, the State, California Fair Services Authority (“CFSA”), the County, the Lessor, and any fair affiliated organization, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively “Releasees”) from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner’s employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner’s participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.

EXHIBIT I – COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

8. EVENT ORGANIZATION PROTOCOLS

Each OCFEC Business Partner must submit event organization-specific COVID-19 related infection mitigation protocols and procedures for OCFEC review and approval no later than thirty (30) days before the event's scheduled move-in date. The OCFEC reserves the right to reject any protocols and procedures that are in conflict with, or are less stringent than, the COVID-19 Guidelines. If the OCFEC rejects the OCFEC Business Partner's COVID-19 related infection mitigation protocols and procedures, the OCFEC Business Partner must resubmit revised infection mitigation protocols and procedures for review no less than fifteen (15) days before the event's scheduled move-in date. If OCFEC Business Partner fails to submit the COVID-19 related infection mitigation protocols and procedures on time, the OCFEC in its sole and absolute discretion may terminate the agreement and cancel the event without notice.

9. FURTHER ACTION AS NECESSARY

The OCFEC reserves the right to modify these COVID-19 Guidelines as circumstances warrant. Specifically, the OCFEC recognizes that additional restrictions not reflected in these guidelines may be necessary to address the health and safety of certain populations depending upon their age or underlying health concerns, or otherwise to address medical issues as they arise.

I HAVE CAREFULLY READ THIS AGREEMENT EXHIBIT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A CONTRACTUAL AGREEMENT BETWEEN MYSELF AND THE 32ND DISTRICT AGRICULTURAL ASSOCIATION, THE STATE, CFSA, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed on _____, 20____

OCFEC BUSINESS PARTNER

_____
Signature

_____
Address

_____
Address

-End Exhibit I-

STATE OF CALIFORNIA
STANDARD AGREEMENT **R_____ A_____ F_____**
STD 213 (Rev. 03/2019)

AGREEMENT NUMBER
SA-072-21LS
PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
OASIS CAMEL DAIRY LLC

2. The term of this Agreement is: 08/03/2021 through 08/16/2021 **FED ID:**

3. The maximum amount of this Agreement is: **$14,999.00**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work **–** To provide an educational camel dairy exhibit at the 2021 OC Fair.	Pages 2
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 3
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 4 - 7
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 8 – 11
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 12 – 14
Exhibit F – OCFEC Megan's Law Screening & Certification Form (Attached hereto as part of this agreement)	Pages 15 – 16
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 17 – 18
Exhibit H – Additional Contract Terms & Conditions (Attached hereto as part of this agreement)	Pages 19 – 23
Exhibit I – COVID-19 Infection Mitigation Protocol & Procedure Guidelines (Attached hereto as part of this agreement)	Pages 24 - 26

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
OASIS CAMEL DAIRY LLC

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Gil Riegler, Owner

CONTRACTOR BUSINESS ADDRESS
26757 Old Julian Highway, Ramona, CA 92065
(760) 787-0983 or (760) 644-8000, email: gilriegler@aol.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND District Agricultural Association/OC Fair & Event Center

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Joan Hamill, Chief Business Development Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK

CONTRACT REPRESENTATIVES
32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER
Evy Young, Agriculture Education Supervisor
Phone Number (714) 708- 1925

OASIS CAMEL DAIRY LLC
Gil Riegler, Owner
(760) 787-0983 or (760) 644-8000

CONTRACTOR AGREES:

1. To provide an educational exhibit and camel dairy milking demonstrations in the Livestock area from August 4 – August 15 for the 2021 OC Fair.
2. To participate in the Animal Welfare meeting on Thursday, July 15, 2021 at 11:30 a.m. in the Livestock Department Office. Contractor must adhere to animal welfare policies, including regular veterinary inspections provided by the official OC Fair veterinarian.
3. To include in the exhibit a total of eight (8) camels, to include a mix of genders and ages.
4. To staff the exhibit during all hours of operation, including, but not limited to:
    - Wednesdays and Thursday, from 10:00 a.m. - 10:00 p.m.
    - Fridays and Saturdays, from 10:00 a.m. – 11 p.m.
    - Sundays, from 10:00 a.m. – 9:00 p.m.
5. To set up the display on Tuesday, August 3, 2021 at a time to be arranged with the District.
6. To provide three (3) twenty to thirty (20-30)-minute camel milking and demonstration shows daily at 1:30 p.m., 3:30 p.m., and 5:30 p.m.
7. To sell camel milk soap, camel milk lotion and camel milk chocolate after the demonstration shows. To obtain all appropriate permits from the Orange County Health Care Agency to ensure the exhibit is at all times operating within the parameters set by this Agency.
8. To provide information to the District for educational signage as well as camel saddles, props display for exhibit area and a sound system.
9. To dismantle and remove the exhibit on Monday, August 16, 2021 at a time to be determined by the District.
10. To provide a professional, customer friendly staff during OC Fair hours and adhere to the District's Standard of Conduct Policies.
11. To provide high-quality care for the animals involved during the duration of the contract. State personnel have the right to inspect animals and their accommodations.
12. The District shall not be responsible for meal and mileage reimbursement.
13. To provide proof of insurance.
14. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.
15. The District reserves the right to terminate any contract at any time without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

EXHIBIT A – SCOPE OF WORK (CONT.)

DISTRICT AGREES:

1. To provide a 100' x 100' free span structure space in the Livestock area for Oasis Camel Dairy exhibit and milking demonstrations at the 2021 OC Fair.

2. To provide bagged shavings not to exceed forty (40) for initial setup and four (4) bagged shavings per day thereafter. Shavings in excess of the predefined amount will be the responsibility of Contractor.

3. To provide signage for the exhibit area.

4. To provide access to electricity.

5. To provide local hotel accommodations for up to two (2) rooms at the District's expense, from Tuesday, August 3, through Sunday, August 15, 2021. Should the District be unable to secure appropriate and reasonable hotel accommodations the Contractor will be reimbursed, in addition to the contracted amount, ONE HUNDRED and FIFTY DOLLARS ($150.00) per night, per room which includes all hotel expenses such as taxes and parking fees. The Contractor must provide receipts to the District for hotel expenses, but not to exceed ONE HUNDRED and FIFTY DOLLARS ($150.00) per night.

6. To provide necessary admission credentials and parking passes to the Contractor.

7. To pay Contractor a total sum not to exceed FOURTEEN THOUSAND NINE HUNDRED AND NINETY NINE DOLLARS ($14,999.00) upon satisfactory completion of services herein required. Payment will be Net 30 and delivered via the US Mail.

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5100-62

PAYMENT PROVISIONS:

Payment will be made Net 30 upon satisfactory completion of services herein required and upon receipt of proper invoice.

Invoice shall be itemized and contain the District's Purchase Order number. Invoice to be sent via email to AP@ocfair.com or mailed as follows:

OC Fair & Event Center
Attn: Accounts Payable
88 Fair Drive
Costa Mesa, CA 92626

Contractor to receive a total sum not to exceed FOURTEEN THOUSAND NINE HUNDRED AND NINETY NINE DOLLARS ($14,999.00) upon satisfactory completion of services herein required. Payment will be Net 30 and delivered via the US Mail.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL:**
   This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
   No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
   Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
   Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
   The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR*:***
   Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:
During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:
Time is of the essence in this Agreement.

13. COMPENSATION:
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:
The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)
Page 3 of 4

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

Page 4 of 4

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC 04/2017 / CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)
Page 2 of 4

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:**
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. **GENDER IDENTITY**:
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)
Page 3 of 4

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)
Page 4 of 4

4. CONTRACTOR NAME CHANGE:
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:
A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION:
Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:
This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority #19-02

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate – The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. Coverages:

   a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall be not less than **$5,000,000 per occurrence** for Fairtime Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **$5,000,000 per occurrence** for the following types of Motorized Events: automobile races, drifting exhibitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, enduro, pro stock; **$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races; **$3,000,000 per occurrence** for Rodeo Events all types **with a paid gate** and any Rough Stock events; **$2,000,000 per occurrence** for Rodeo Events All Types **without a paid gate** and with any Rough Stock events and for Swap Meets/Flea Markets held two or more times per calendar year; **$2,000,000 per occurrence** for the following Motorized events: car jumping contests/demonstrations of hydraulic modifications to automobiles; **$2,000,000 per occurrence** for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Cannabis Festivals/Trade Shows, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; **$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events**; $1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

   The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the contractor/renter's activities, or business to be conducted under the contract or rental agreement/lease, must be listed in the Certificate of Insurance. If there is a self-insured retention or deductible in the contractor/renter's coverage equal to or in excess of $100,000, the self-insured retention/deductible amount shall be included as part of the Certificate of Insurance. A copy of the contractor/renter's policy declaration page containing this

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)
Page 2 of 3

information as an attachment/exhibit to the Certificate of Insurance will be acceptable, provided it contains all the aforementioned information.

b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than $1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.

c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

d. Medical Malpractice - Medical Malpractice coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving medical services.

e. Liquor Liability - Liquor Liability coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

5. Certificate Holder:
   - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
   - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

B. CFSA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

C. Master Certificates - A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)
Page 3 of 3

performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.

2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.

2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.

3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.

4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

-End Exhibit E-

EXHIBIT F – MEGAN'S LAW SCREENING CERTIFICATION AND LISTING

OC Fair & Event Center

Page 1 of 2

This form must be completed legibly, with all information requested. Typewritten or computer-generated forms or reports may be substituted provided that: all required information is included in columnar form, and the listing report is attached to this form. The certification section must be signed by an authorized representative of the contractor.

Company/Organization Name: _____

Contact Name: _____ **Contact Telephone :**_____

Type of Company/Organization (Circle one):	**Contractor**	**Consultant**	**Concessionaire**
	Entertainer	**Exhibitor**	**Volunteer**

Other/Explanation if Needed: _____

The undersigned represents and warrants that attached to this Megan's Law Screening Certification and Listing is a full, true, correct, complete, and accurate listing of all persons scheduled to work or volunteer for the company/organization identified above ("Contractor") during the annual OC Fair or Imaginology. If any other or additional individuals will be performing work, labor, or services, I understand that my company/organization is required to submit a supplemental listing(s) identifying those individuals.

The undersigned represents and warrants that all persons and individuals performing services on behalf of Contractor, including, but not limited to, its agents, employees, subcontractors, and volunteers have been screened for sex offender registration before each individual commenced work, services, and/or was present at the OCFEC facility. The undersigned represents and warrants that no individual who is a registered sex offender will be assigned or permitted to perform services on behalf of Contractor at or on OCFEC premises.

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless OCFEC from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorney's fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of Contractor's obligations under this Megan's Law Screening Certification and Listing, regardless of responsibility of negligence; by reason of death, injury, property damage, however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Contractor, or any of its employees or agents).

The undersigned represents and warrants that he/she is fully authorized to execute this Megan's Law Screening Certification and Listing on behalf of Contractor.

_____ _____

Company/Organization Representative's Signature Title of Representative

_____ _____

Printed Name Date

EXHIBIT F – MEGAN'S LAW SCREENING CERTIFICATION AND LISTING (CONT.)
OC Fair & Event Center
Page 2 of 2

Megan's Law Screening Listing

Full Name (Last, First Middle)	Full Name (Last, First Middle)

Please duplicate this listing sheet if additional space is required

EXHIBIT G – UNIFORM AND ID PROCEDURES & CERTIFICATION

PROCEDURE 0004: Uniforms for Contractors and their Employees.

PPE (Personal Protective Equipment): Closed-toe shoes and steel toe work shoes/boots where appropriate and other PPE as required by task and OSHA guidelines.

Purpose: To ensure all OCFEC contractors, including employees, are wearing company approved uniforms when present in a working capacity at the OCFEC.

1. Each OCFEC contractor and its respective employees (collectively, "Contractor") shall wear their own company uniform at all times when working on OCFEC property, including without limitation, the Pacific Amphitheatre, The Hangar and Action Sports Arena.

2. A uniform can be a logo T-shirt, polo style shirt or full button down shirt; if a jacket (or outerwear) is also required, the jacket must have the company logo on the front of the jacket. OCFEC will require pre-approval of the company uniform style and logo. The company logo must be highly visible and non-offensive in nature.

3. If a Contractor wears a jacket (or outerwear), the required photo identification must remain visible at all times (Part X – Section A-6, Procedure 0005).

4. If any OCFEC Contractor is not in the proper company uniform, he or she will be asked to leave the OCFEC premises and may not return until he or she is wearing the required uniform.

5. If any OCFEC Contractor violates OCFEC procedures, including this OCFEC Contractor Uniform Policy, OCFEC management will ask the Contractor to permanently replace that employee.

6. Continued lack of support for, or adherence to, OCFEC procedures, including this OCFEC Contractor Uniform Policy, may result in the cancellation of the contract between the OCFEC and contractor.

PROCEDURE 0005: OCFEC Contractors and their Employees wearing identification in the Pacific Amphitheatre, backstage and on OCFEC property.

PPE (Personal Protective Equipment): Break-away OCFEC photo identification card lanyard.

Purpose: To ensure all contractors and their employees are properly wearing required identification in the proper manner.

1. Each OCFEC contractor and its respective employees (collectively, "Contractor") must wear OCFEC approved and supplied photo identification cards around their neck or in another highly visible area at all times while working for the OCFEC. (Note: an additional clip option is available due to work requirements).

2. The OCFEC department Director responsible for the work area will provide a complete list of all Contractors to badging trailer personnel. All Contractors must visit the OCFEC trailer to have their photograph taken and to be provided with their OCFEC photo identification card and a break-away lanyard (and/or clip if requested by the contractor).

3. The OCFEC department Director responsible for the work area will provide a copy of this OCFEC Contractor Photo Identification Procedure to all contractors to review and this OCFEC Contractor Photo Identification Procedure shall be incorporated as part of all OCFEC contracts.
4. Contractors may not access the backstage area of the Pacific Amphitheatre without a backstage pass, which must be pre-approved by the OCFEC department Director and OCFEC Vice President responsible for the work area.

5. All OCFEC department Directors and OCFEC Vice Presidents must forward to the Pacific Amphitheatre backstage Security Manager the name of each OCFEC Contractor that was issued a backstage pass by that Department Director or OCFEC Vice President. Only the Pacific Amphitheatre backstage Security Manager has the authority to provide OCFEC Contractors with Pacific Amphitheatre backstage passes. All Pacific Amphitheatre backstage passes must be worn by the OCFEC Contractor as described above.

6. All Contractors must be courteous and cooperative when at any venue access point, entry, gate or if approached by Security/Law Enforcement for ID inspection.

7. Contractors will be allowed in the Pacific Amphitheatre backstage area only to perform job functions; once the Contractor completes the Contractor's job functions in the Pacific Amphitheatre backstage area, Contractor must immediately leave the area.

8. Contractors not properly wearing required OCFEC identification will be asked to leave, or may be escorted from, the OCFEC property.

9. If any OCFEC Contractor violates OCFEC procedures, including this OCFEC Contractor Photo Identification Procedure, OCFEC management will ask the Contractor to permanently replace that employee.

10. Continued lack of support for, or adherence to, OCFEC procedures, including this OCFEC Contractor Photo Identification Procedure, may result in the cancellation of the contract between the OCFEC and Contractor.

By signing this form, the bidder has read and understood OCFEC's policies above, and is agreeing to follow all procedures.

_____ _____
(Print Name & Title) (Signature)

_____
(Date)

If this status form is not completely filled out, signed and submitted with bidder's response to the IFB, the bid will be rejected as non-responsive.

-End Exhibit G-

EXHIBIT H – ADDITIONAL CONTRACT TERMS AND CONDITIONS

1. AUTHORIZED REPRESENTATIVE

Contractor must maintain one (1) or more English speaking representatives who are authorized to take immediate action and make requested adjustments and/or changes as required by District Management. This person must be identified to the District as the Contractor's authorized representative.

2. LICENSES, PERMITS AND CERTIFICATIONS

Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s), permits(s) and certification(s) required by law or as part of this contract for accomplishing any work required in connection with this agreement. In the event any license(s), permit(s) or certification(s) expire at any time during the term of this contract, Contractor agrees to provide agency a copy of the renewed license(s), permit(s) or certification(s) within thirty (30) days following the expiration date

In the event the Contractor fails to keep in effect at all times all required license(s), permit(s), and certification(s), the District may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

3. SITE ACCESS

District shall allow Contractor access to the District's property as needed. If access is required during annual OC Fair hours, the District will provide necessary admission and parking credentials for the employees performing in service of the contract.

4. INSURANCE

Proof of insurance, meeting the requirements of the State (see Exhibit E) must be made available to the District within fifteen (15) days of contract award. Failure to do so could result in termination of said contract.

5. WORK PERMIT LAW

If Contractor employs youth under the age of eighteen (18) years, he/she is required by law to see that each such employee holds a valid work permit. Contractor is further required to adhere to all applicable child labor laws.

6. PERSONNEL

All Contractor employees are employees of the Contractor and not the District. No agent, servant or employee of the Contractor will under any circumstances be deemed an agent, servant or employee of the District.

The District reserves the sole absolute right to determine, at its discretion, that any person or agent used by Contractor in the performance of the contract shall be excluded from such performance on the grounds that his or her appearance or conduct is detrimental to the District's operation. Determination of these matters by District Management shall be final.

7. POTENTIAL SUBCONTRACTORS/INDEPENDENT CONTRACTORS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any subcontractors/independent contractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations contained herein. The Contractor agrees to be as fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor's obligation to pay its subcontractors/independent contractors is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any subcontractor/independent contractor.

Subcontracting of goods or services must be approved in writing by the District.

ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

8. SUPPLIERS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any suppliers.

The Contractor agrees to be as fully responsible to the District for the acts and omissions of its suppliers and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its suppliers is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any supplier.

9. TRAVEL, TRANSPORTATION AND ACCOMMODATIONS

Contractor is responsible for all necessary travel, fuel, transportation and housing accommodations.

10. INVOICES

Invoices shall be submitted upon completion of services rendered to the District.

All invoices must contain Contractor's invoice number, District-issued Purchase Order (PO) number, detailed work logs and hours by Service Type for the labor required to fulfill these services.

Contractor shall send invoices and any supporting documentation via email to AP@ocfair.com (the District's preferred mechanism) or mail to OC Fair & Event Center, Attn: Accounts Payable, 88 Fair Drive, Costa Mesa, CA 92626.

Upon contract award and throughout the duration of the contract, Contractor shall work with the District to ensure invoicing needs are continually met.

11. PAYMENT

Payments to the Contractor will be made by the 32nd District Agricultural Association and paid in full within 30 days upon satisfactory completion of each event and receipt of proper invoice.

12. PRICING/FINANCIAL PROPOSAL BID FORM

The Financial Proposal Bid Form will be used to develop the "not to exceed" amount of the contract. The estimated quantities provided are based upon historical experience and anticipated future needs, and may change depending upon actual needs/usage. Billing/invoicing will be determined by multiplying actual usage by the Service Type rate as entered on the Financial Proposal Bid Form.

The District may elect to add a contingency line item to accommodate specifications within the scope of the effort, if approved by the District, during the implementation of this contract.

13. MEGAN'S LAW SCREENING

All of Contractor's employees, agents, servants, volunteers, independent contractors and/or employees, agents, servants, volunteers, independent contractors of Contractor's subcontractors who will be performing job related duties on District premises must pass background checks under "Megan's Law" as required by the District's current Megan's Law policy (and as that policy may be amended by the District from time to time), and any other reasonable background checks that may be required by the District as a result of policies adopted by the District's Board of Directors. Contractor will certify in writing that they have conducted the required screening and will indemnify the District for any negligence arising out of or connected with their obligations pertaining to the required screening. Contractor shall not be held liable for the lack of or inaccuracies in reporting made available by the states. A full, true and correct copy of the District's current Megan's Law policy is attached.

ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

14. RIGHT TO REPLACE/DISMISS

Contractor's onsite personnel are subject to approval of the District during the entire term of contracted services. The District has the right, in accordance with applicable law, to require replacement of Contractor's onsite personnel or any member of Contractor's onsite personnel.

If at any time the District determines that any employee, agent or officer of Contractor or of Contractor's permitted subcontractors, is in violation of District policies regarding harassment, discrimination or offensive behavior or Megan's Law, or fails to meet the District's safety and customer service standards, the District may notify Contractor verbally and/or in writing. Contractor will promptly correct the behavior, performance or condition giving rise to the notification described herein to the satisfaction of the District. If Contractor fails to correct the behavior, performance or condition giving rise to the notification described herein, the District may demand that Contractor (or Contractor's subcontractor, as the case may be) cease using said employee at the District's facilities and Contractor (or Contractor's subcontractor, as the case may be) will promptly comply with such request. If the District requests replacement of onsite personnel or any of its members, Contractor must furnish a replacement immediately or as otherwise determined necessary by the District. Nothing contained in this paragraph shall obligate the District to monitor the behavior of Contractor's employees or of Contractor's subcontractor's employees. The District retains the right to review the resumes of all Contractor personnel and confirm compliance.

15. GRATUITIES

Contractor is prohibited from offering any gift or gratuity to employees and/or officers of the 32nd District Agricultural Association, as employees and officers are not permitted to accept them under any circumstances. Contractor and/or Contractor's employees shall not solicit or accept any gifts. This includes cash, tickets, food, drinks, merchandise or any other items from District staff, promoters and/or vendors to perform the functions detailed in this agreement. Any violations of this policy may result in the dismissal of the employee and a performance violation notice issued to the Contractor.

16. EVALUATION OF CONTRACTOR PERFORMANCE

Contractor will be evaluated on their performance, including, but not limited to, Contractor's record of conforming to contract requirements and to standards of good workmanship; Contractor's record of forecasting and controlling costs; Contractor's adherence to contract schedules, including the administrative aspects of performance; Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; Contractor's record of integrity and business ethics, and generally, Contractor's business-like concern for the interest of the District and its customers.

Contractor shall work with District staff to ensure contract compliance, whether by phone, email or in-person meetings, as determined necessary by the District. The District retains the right to notify Contractor of any performance issues at any time for the duration of the contract term. Notification will be provided in writing to Contractor, whereupon Contractor shall have five (5) days to respond to the District's request for compliance. Unless mutually agreed upon otherwise, performance issues shall be corrected within fifteen (15) days of District's notification to Contractor.

Failure to supply equipment and/or personnel as required may result in a notice of default and/or an adjustment to the fees charged for equipment and/or labor.

Contractor may be disqualified from potential bidding opportunities if the District deems Contractor as unresponsive to repeated requests for corrective action.

17. NON-EXCLUSIVE AGREEMENT

Contractor understands and agrees that this is a non-exclusive agreement. The District may hire other contractors for work of a similar or identical nature.

ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)
Page 4 of 5

18. TERMINATION

The District reserves the right to terminate any contract at any time with or without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations and/or performances required in the terms of the contract.

19. 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.

20. PHONE NUMBERS

Contractor shall provide the District with phone numbers for their authorized representative(s) and with a 24-hour "On Call" phone number for emergencies.

21. VEHICLES, EQUIPMENT AND SUPPLIES

All vehicles and equipment such as utility carts, trucks, trailers, vans, boom lifts, scissor lifts, pressure washers, back pack blowers, hand trucks, brooms, hoses and pickers and all cleaning supplies such as stripper, detergents, sanitizers, air fresheners and other chemicals shall be owned and/or provided by Contractor. The District will provide consumable paper products, waste receptacles and plastic waste receptacle liners. All vehicles and equipment will be clearly marked with Contractor's company name and/or logo. Equipment shall be in proper operating condition with all guards in place. No equipment shall be left unattended. Equipment and supplies must be stored in designated areas agreed upon by the District. All Safety Data Sheets (SDS) for all chemical-cleaning products used must be on-site accessible by the District, per Global Harmonization System (GHS). Contractor shall take all necessary safety precautions when using vehicles, equipment and cleaning products. Drivers of all vehicles and equipment shall possess a valid driver license and be 18 years of age or older. Street sweepers should be South Coast Air Quality Management District Rule 1186 certified and Rule 1186.1 compliant and no older than 2 years. Contractor shall furnish all necessary labor, supervision, equipment, tools, materials (excluding dumpsters), permits, transportation and insurance in the performance of these specifications.

22. VEHICLE UTILITY CARTS

Contractor may provide utility carts for employees, if necessary, to complete Scope of Work. Carts are not permitted to park in front of buildings or in pathways blocking pedestrian access points. Drivers shall possess a valid driver's license and be 18 years of age or older and abide by all applicable local, State and Federal laws related to cart safety. Weather protection of equipment is the responsibility of the Contractor.

23. VENUE CLEAN-UP

a. Contractor is to keep job site clean daily and upon project completion.
b. Contractor shall sweep and blow all debris daily and upon project completion.
c. Contractor will dump all green waste in the provided 40 yard dumpster on OCFEC grounds.
d. Do not dispose of any construction material or project waste on OCFEC grounds or in OCFEC containers.
e. Contractor is to keep all compound and chemicals out of storm drains & sewers.
f. Contractor will protect ground surfaces from oil and other leaks that may come from service trucks.

ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)
Page 5 of 5

24. TELEPHONE NUMBERS

Contractor shall provide the District with a 24-hour "On Call" phone number for emergencies and event schedule changes.

25. PERSONNEL POLICY

All Contractor employees must receive an orientation on the duties they will be required to perform, safety training to ensure employees working with chemicals are familiar with SDS per GHS and harassment training (prior to working). In addition, ongoing customer service training will be required during the term of this contract to educate current employees and new hires. Contractor is required to supply all required training and a schedule of planned training shall be provided to the District at the beginning of every quarter in January, April, July and October. All employees will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property; when entering and while working on the grounds. Badges will have the name visible and worn on the upper right or left torso. All badges must be returned from terminated employees. All other employee badges must be returned on Friday following the end of the OC Fair. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

26. UNIFORMS AND BADGES

Contractor's employees shall be at all times neatly and cleanly uniformed and must meet reasonable prescribed grooming guidelines and appearance standards.
The District requires Contractor's employees to wear badges, identification cards, and/or credentials in a clearly visible location (per attached procedure) while Contractor's employees are on the District's premises. Contractor personnel will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property, when entering and while working on the grounds. Badges shall have the name visible and worn on the upper right or left torso. Badges are specific to each person and are non-transferable. All badges must be returned from terminated employees. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

27. SUBCONTRACTING

Subcontracting of goods or services must be approved in writing, by the District.

28. FIRE REGULATIONS

All fire regulations as prescribed by the State Fire Marshal must be strictly adhered to.

-End Exhibit H-

EXHIBIT I – COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

1. SCOPE

As a result of the worldwide COVID-19 pandemic, the 32nd District Agricultural Association (OCFEC) implemented numerous essential protocols and procedures to protect OCFEC staff, renters, event promoter/producer employees, exhibitors, vendors, contractors, subcontractors, volunteers and members of the public. These protocols and procedures do not supersede or replace any existing orders issued by local governments, the State of California or the Federal Government. The protocol and procedure guidelines (COVID-19 Guidelines) apply equally to all organizations and persons doing business on OCFEC property, both public and private, and all event types, commercial, trade or other, hosted at the OCFEC.

2. SICK, ELDERLY AND VULNERABLE PERSONS

Anyone who feels sick should remain at home. In addition, high-risk persons who are over 65 years of age, or anyone with chronic illness or underlying medical conditions, should continue to follow recommendations to stay at home and limit public interaction.

3. PHYSICAL DISTANCING IN THE WORKPLACE

Physical distancing of a minimum of six (6) feet should be maintained between customer-facing employees and the general public, and – to the extent practical – between employees in the field or at employee workstations. Where isolation of employees in the field or at employee workstations is impractical, face coverings must be worn without exception.

4. HANDWASHING, PERSONAL PROTECTIVE EQUIPMENT, AND TESTING

Renters, event promoters, event producers, exhibitors, vendors, and their respective contractors, subcontractors and volunteers (collectively, “Business Partners”) conducting business at the OCFEC must require all customer-facing employees to either wash their hands or use hand sanitizer every thirty minutes, or wear disposable gloves which are to be changed as frequently as specified by guidelines established for each applicable job assignment. Face coverings must be provided to all employees.

Before starting a shift, all OCFEC employees and all Business Partner employees, must have their temperatures taken and documented, and individual(s) will not be permitted to remain at work if the temperature reading exceeds 100.4 degrees (°) Fahrenheit. Affected individual(s) may only return to work after registering and documenting their temperature reading below 100.4° Fahrenheit for seventy-two (72) consecutive hours.

All OCFEC event attendees, before entering OCFEC premises, must have their temperatures taken and documented. Any OCFEC event attendee with a temperature reading above 100.4° Fahrenheit will not be permitted to attend the event and will be required to immediately leave the OCFEC premises. Paid admission/parking fee refunds will be subject to processing schedule.

All competitive professional and amateur sports participants, including youth sports participants, must be tested for COVID-19 at least one (1) week before the date of the scheduled competition, and will not be permitted to compete if the intended participant tests positive for COVID-19. If the intended participant tests positive for COVID-19, he/she will not be allowed to participate in any activities at the OCFEC until after (i) receiving a negative result on a subsequent COVID-19 test and (ii) satisfying the specified 14-day (or otherwise governmentally specified) COVID-19 quarantine period.

EXHIBIT I – COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

OCFEC Business Partners should make every effort to limit physical touch points at their respective places of business, including at the OCFEC. All OCFEC event promoters must significantly increase frequency of sanitation and disinfection measures at all workstations and equipment that come into contact with OCFEC employees and the general public. All OCFEC Business Partners must assess and identify the frequency of necessary sanitation and disinfection practices, and will review and agree upon a sanitation and disinfection schedule with the OCFEC.

Face coverings and disposable gloves must be worn by all OCFEC Business Partner customer-facing employees. All OCFEC event attendees and visitors must wear appropriate face coverings. Physical barriers, if available, are preferred but not required as the general public will make the personal decision of whether to attend an event at the OCFEC and/or patronize an OCFEC Business Partner. For the benefit of the public, OCFEC employees and Business Partner employees, handwashing or hand sanitizing should be done as soon as possible following the handling of materials that come in contact with the general public.

5. EVENT ATTENDANCE LIMITATIONS

Attendance at all OCFEC events, including all move-in and move-out activities, must be limited at any given time, to no more than the current maximum attendance levels permitted by all applicable local and state orders or laws.

OCFEC Business Partners must establish and actively enforce measures to monitor and ensure attendance limitation compliance. If an OFCEC Business Partner fails to comply with event attendance limitations, the OCFEC in its sole and absolute discretion may cancel the event without notice and refer the matter to local law enforcement.

6. OCFEC BUSINESS PARTNER COMPLIANCE

OCFEC Business Partners shall make every effort to assure compliance with COVID-19 related mitigation requirements. If an OCFEC Business Partner fails to comply with these COVID-19 Guidelines, the OCFEC in its sole and absolute discretion may close non-compliant event spaces, exhibitor spaces or other such rental spaces, or may cancel the event without notice and refer the matter to local law enforcement.

7. COVID-19 RELEASE AND WAIVER OF LIABILITY

As consideration for being permitted to conduct event activities at the OCFEC, OCFEC Business Partners must acknowledge and agree to all COVID-19 Pandemic and related governmental orders, directives and guidelines, and forever release the 32nd District Agricultural Association, the State, California Fair Services Authority (“CFSA”), the County, the Lessor, and any fair affiliated organization, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively “Releasees”) from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner’s employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner’s participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.

EXHIBIT I – COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

8. EVENT ORGANIZATION PROTOCOLS

Each OCFEC Business Partner must submit event organization-specific COVID-19 related infection mitigation protocols and procedures for OCFEC review and approval no later than thirty (30) days before the event's scheduled move-in date. The OCFEC reserves the right to reject any protocols and procedures that are in conflict with, or are less stringent than, the COVID-19 Guidelines. If the OCFEC rejects the OCFEC Business Partner's COVID-19 related infection mitigation protocols and procedures, the OCFEC Business Partner must resubmit revised infection mitigation protocols and procedures for review no less than fifteen (15) days before the event's scheduled move-in date. If OCFEC Business Partner fails to submit the COVID-19 related infection mitigation protocols and procedures on time, the OCFEC in its sole and absolute discretion may terminate the agreement and cancel the event without notice.

9. FURTHER ACTION AS NECESSARY

The OCFEC reserves the right to modify these COVID-19 Guidelines as circumstances warrant. Specifically, the OCFEC recognizes that additional restrictions not reflected in these guidelines may be necessary to address the health and safety of certain populations depending upon their age or underlying health concerns, or otherwise to address medical issues as they arise.

I HAVE CAREFULLY READ THIS AGREEMENT EXHIBIT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A CONTRACTUAL AGREEMENT BETWEEN MYSELF AND THE 32ND DISTRICT AGRICULTURAL ASSOCIATION, THE STATE, CFSA, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed on _____, 20____

OCFEC BUSINESS PARTNER

_____
Signature

_____
Address

_____
Address

-End Exhibit I-

STATE OF CALIFORNIA
STANDARD AGREEMENT **R_____ A_____ F_____**
STD 213 (Rev. 03/2019)

AGREEMENT NUMBER
SA-073-21LS

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
ROSE MARIE GARNER

2. The term of this Agreement is: 07/06/2021 through 07/18/2021 **FED ID:**

3. The maximum amount of this Agreement is: **$300.00**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work **–** Poultry Health Inspection Services for the 2021 OC Fair	Pages 2
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 3
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 4-7
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 8-11
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 12-14
Exhibit F – OCFEC Megan's Law Screening & Certification Form (Attached hereto as part of this agreement)	Pages 15-16
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 17-18
Exhibit H – Additional Contract Terms & Conditions (Attached hereto as part of this agreement)	Pages 19-23
Exhibit I – COVID-19 Infection Mitigation Protocol & Procedure Guidelines (Attached hereto as part of this agreement)	Pages 24-26

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
ROSE MARIE GARNER

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Rose Marie Garner, Poultry Health Inspector

CONTRACTOR BUSINESS ADDRESS
11956 Bernardo Plaza Dr. #227, San Diego, CA 92128
Work: (858) 455-4217; Cell: (858) 472-3321,
email: rgarner@rgarnerlaw.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND District Agricultural Association/OC Fair & Event Center

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Joan Hamill, Chief Business Development Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK

CONTRACT REPRESENTATIVES

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER
Evy Young, Agriculture Education Supervisor
(714) 708-1925

ROSE MARIE GARNER
Rose Marie Garner
(858) 472-3321

CONTRACTOR AGREES:

A. To provide poultry health inspection services for the 2021 OC Fair poultry shows.

B. Services to be provided by the Inspector:
   - Wednesday, July 7, 7 – 9 a.m.
   - Sunday, July 18, 7:30 – 9 a.m.

C. To provide professional, customer friendly service during OC Fair hours and adhere to the District's standard of Conduct Policies.

D. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

DISTRICT AGREES:

A. To provide staff and supplies to run the Poultry Health Inspection.

B. To provide necessary admission and parking credentials to Contractor.

C. To provide Special Event Liability Insurance (SELI), which will satisfy the General Liability requirement as listed in Exhibit E – Insurance Requirements, and as attached hereto and incorporated herein. Contractor is responsible for providing evidence of coverage for Automobile Liability and/or Workers' Compensation insurance, as applicable.

D. Total payment for this contract **to be determined** at the end of the competitions and will include the following expenses:
   - Stipend for number of birds inspected:

Sample Pay Scale for PHI Payment	
Amount	**Number of Birds**
$75	0-24
$100	25-50
$125	51-100
$150	101-150
$200	151-200
$250	201-250
$300	>250

   - Round trip mileage for two (2) round trips: ONE HUNDRED and EIGHTY FIVE DOLLARS and FORTY EIGHT CENTS ($185.48).
   - To provide local hotel accommodations for one (1) rooms at the District's expense, on Tuesday, July 6 and Saturday, July 17, 2021. Should the District be unable to secure appropriate and reasonable hotel accommodations the Contractor will be reimbursed, in addition to the contracted amount, ONE HUNDRED and FIFTY DOLLARS ($150.00) per night, per room which includes all hotel expenses such as taxes and parking fees. The Contractor must provide receipts to the District for hotel expenses, but not to exceed ONE HUNDRED and FIFTY DOLLARS ($150.00) per night.

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5100-62 – Livestock

PAYMENT PROVISIONS:

Payment will be made Net 30 upon satisfactory completion of services herein required and upon receipt of proper invoice.

Invoice shall be itemized and contain the District's Purchase Order number. Invoice to be sent via email to AP@ocfair.com or mailed as follows:

OC Fair & Event Center
Attn: Accounts Payable
88 Fair Drive
Costa Mesa, CA 92626

To pay Contractor a total sum **TO BE DETERMINED** upon satisfactory completion of services herein required.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

Page 1 of 4

GTC 04/2017

1. **APPROVAL:**
   This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
   No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
   Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
   Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
   The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR*:***
   Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:
During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:
Time is of the essence in this Agreement.

13. COMPENSATION:
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:
The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)
Page 3 of 4

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC 04/2017 / CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)
Page 2 of 4

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:**
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. **GENDER IDENTITY**:
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)
Page 3 of 4

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)
Page 4 of 4

4. CONTRACTOR NAME CHANGE:
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:
A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION:
Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:
This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS
Page 1 of 3

California Fair Services Authority #19-02

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate – The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. Coverages:

   a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall be not less than **$5,000,000 per occurrence** for Fairtime Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **$5,000,000 per occurrence** for the following types of Motorized Events: automobile races, drifting exhibitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, enduro, pro stock; **$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races; **$3,000,000 per occurrence** for Rodeo Events all types **with a paid gate** and any Rough Stock events; **$2,000,000 per occurrence** for Rodeo Events All Types **without a paid gate** and with any Rough Stock events and for Swap Meets/Flea Markets held two or more times per calendar year; **$2,000,000 per occurrence** for the following Motorized events: car jumping contests/demonstrations of hydraulic modifications to automobiles; **$2,000,000 per occurrence** for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Cannabis Festivals/Trade Shows, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; **$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events**; $1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

   The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the contractor/renter's activities, or business to be conducted under the contract or rental agreement/lease, must be listed in the Certificate of Insurance. If there is a self-insured retention or deductible in the contractor/renter's coverage equal to or in excess of $100,000, the self-insured retention/deductible amount shall be included as part of the Certificate of Insurance. A copy of the contractor/renter's policy declaration page containing this

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)
Page 2 of 3

information as an attachment/exhibit to the Certificate of Insurance will be acceptable, provided it contains all the aforementioned information.

b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than $1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.

c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

d. Medical Malpractice - Medical Malpractice coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving medical services.

e. Liquor Liability - Liquor Liability coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

5. Certificate Holder:
   - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
   - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

B. CFSA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

C. Master Certificates - A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)
Page 3 of 3

performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.

2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.

2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.

3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.

4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

-End Exhibit E-

EXHIBIT F – MEGAN'S LAW SCREENING CERTIFICATION AND LISTING

OC Fair & Event Center

This form must be completed legibly, with all information requested. Typewritten or computer-generated forms or reports may be substituted provided that: all required information is included in columnar form, and the listing report is attached to this form. The certification section must be signed by an authorized representative of the contractor.

Company/Organization Name: _____

Contact Name: _____ **Contact Telephone :**_____

Type of Company/Organization (Circle one): **Contractor** **Consultant** **Concessionaire** **Entertainer** **Exhibitor** **Volunteer**

Other/Explanation if Needed: _____

The undersigned represents and warrants that attached to this Megan's Law Screening Certification and Listing is a full, true, correct, complete, and accurate listing of all persons scheduled to work or volunteer for the company/organization identified above ("Contractor") during the annual OC Fair or Imaginology. If any other or additional individuals will be performing work, labor, or services, I understand that my company/organization is required to submit a supplemental listing(s) identifying those individuals.

The undersigned represents and warrants that all persons and individuals performing services on behalf of Contractor, including, but not limited to, its agents, employees, subcontractors, and volunteers have been screened for sex offender registration before each individual commenced work, services, and/or was present at the OCFEC facility. The undersigned represents and warrants that no individual who is a registered sex offender will be assigned or permitted to perform services on behalf of Contractor at or on OCFEC premises.

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless OCFEC from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorney's fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of Contractor's obligations under this Megan's Law Screening Certification and Listing, regardless of responsibility of negligence; by reason of death, injury, property damage, however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Contractor, or any of its employees or agents).

The undersigned represents and warrants that he/she is fully authorized to execute this Megan's Law Screening Certification and Listing on behalf of Contractor.

_____ _____
Company/Organization Representative's Signature Title of Representative

_____ _____
Printed Name Date

EXHIBIT F – MEGAN'S LAW SCREENING CERTIFICATION AND LISTING (CONT.)
OC Fair & Event Center
Page 2 of 2

Megan's Law Screening Listing

Full Name (Last, First Middle)	Full Name (Last, First Middle)

Please duplicate this listing sheet if additional space is required

EXHIBIT G – UNIFORM AND ID PROCEDURES & CERTIFICATION

PROCEDURE 0004: Uniforms for Contractors and their Employees.

PPE (Personal Protective Equipment): Closed-toe shoes and steel toe work shoes/boots where appropriate and other PPE as required by task and OSHA guidelines.

Purpose: To ensure all OCFEC contractors, including employees, are wearing company approved uniforms when present in a working capacity at the OCFEC.

1. Each OCFEC contractor and its respective employees (collectively, "Contractor") shall wear their own company uniform at all times when working on OCFEC property, including without limitation, the Pacific Amphitheatre, The Hangar and Action Sports Arena.

2. A uniform can be a logo T-shirt, polo style shirt or full button down shirt; if a jacket (or outerwear) is also required, the jacket must have the company logo on the front of the jacket. OCFEC will require pre-approval of the company uniform style and logo. The company logo must be highly visible and non-offensive in nature.

3. If a Contractor wears a jacket (or outerwear), the required photo identification must remain visible at all times (Part X – Section A-6, Procedure 0005).

4. If any OCFEC Contractor is not in the proper company uniform, he or she will be asked to leave the OCFEC premises and may not return until he or she is wearing the required uniform.

5. If any OCFEC Contractor violates OCFEC procedures, including this OCFEC Contractor Uniform Policy, OCFEC management will ask the Contractor to permanently replace that employee.

6. Continued lack of support for, or adherence to, OCFEC procedures, including this OCFEC Contractor Uniform Policy, may result in the cancellation of the contract between the OCFEC and contractor.

PROCEDURE 0005: OCFEC Contractors and their Employees wearing identification in the Pacific Amphitheatre, backstage and on OCFEC property.

PPE (Personal Protective Equipment): Break-away OCFEC photo identification card lanyard.

Purpose: To ensure all contractors and their employees are properly wearing required identification in the proper manner.

1. Each OCFEC contractor and its respective employees (collectively, "Contractor") must wear OCFEC approved and supplied photo identification cards around their neck or in another highly visible area at all times while working for the OCFEC. (Note: an additional clip option is available due to work requirements).

2. The OCFEC department Director responsible for the work area will provide a complete list of all Contractors to badging trailer personnel. All Contractors must visit the OCFEC trailer to have their photograph taken and to be provided with their OCFEC photo identification card and a break-away lanyard (and/or clip if requested by the contractor).

3. The OCFEC department Director responsible for the work area will provide a copy of this OCFEC Contractor Photo Identification Procedure to all contractors to review and this OCFEC Contractor Photo Identification Procedure shall be incorporated as part of all OCFEC contracts.
4. Contractors may not access the backstage area of the Pacific Amphitheatre without a backstage pass, which must be pre-approved by the OCFEC department Director and OCFEC Vice President responsible for the work area.

5. All OCFEC department Directors and OCFEC Vice Presidents must forward to the Pacific Amphitheatre backstage Security Manager the name of each OCFEC Contractor that was issued a backstage pass by that Department Director or OCFEC Vice President. Only the Pacific Amphitheatre backstage Security Manager has the authority to provide OCFEC Contractors with Pacific Amphitheatre backstage passes. All Pacific Amphitheatre backstage passes must be worn by the OCFEC Contractor as described above.

6. All Contractors must be courteous and cooperative when at any venue access point, entry, gate or if approached by Security/Law Enforcement for ID inspection.

7. Contractors will be allowed in the Pacific Amphitheatre backstage area only to perform job functions; once the Contractor completes the Contractor's job functions in the Pacific Amphitheatre backstage area, Contractor must immediately leave the area.

8. Contractors not properly wearing required OCFEC identification will be asked to leave, or may be escorted from, the OCFEC property.

9. If any OCFEC Contractor violates OCFEC procedures, including this OCFEC Contractor Photo Identification Procedure, OCFEC management will ask the Contractor to permanently replace that employee.

10. Continued lack of support for, or adherence to, OCFEC procedures, including this OCFEC Contractor Photo Identification Procedure, may result in the cancellation of the contract between the OCFEC and Contractor.

By signing this form, the bidder has read and understood OCFEC's policies above, and is agreeing to follow all procedures.

_____ _____
(Print Name & Title) (Signature)

_____
(Date)

If this status form is not completely filled out, signed and submitted with bidder's response to the IFB, the bid will be rejected as non-responsive.

-End Exhibit G-

EXHIBIT H – ADDITIONAL CONTRACT TERMS AND CONDITIONS

1. AUTHORIZED REPRESENTATIVE

Contractor must maintain one (1) or more English speaking representatives who are authorized to take immediate action and make requested adjustments and/or changes as required by District Management. This person must be identified to the District as the Contractor's authorized representative.

2. LICENSES, PERMITS AND CERTIFICATIONS

Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s), permits(s) and certification(s) required by law or as part of this contract for accomplishing any work required in connection with this agreement. In the event any license(s), permit(s) or certification(s) expire at any time during the term of this contract, Contractor agrees to provide agency a copy of the renewed license(s), permit(s) or certification(s) within thirty (30) days following the expiration date

In the event the Contractor fails to keep in effect at all times all required license(s), permit(s), and certification(s), the District may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

3. SITE ACCESS

District shall allow Contractor access to the District's property as needed. If access is required during annual OC Fair hours, the District will provide necessary admission and parking credentials for the employees performing in service of the contract.

4. INSURANCE

Proof of insurance, meeting the requirements of the State (see Exhibit E) must be made available to the District within fifteen (15) days of contract award. Failure to do so could result in termination of said contract.

5. WORK PERMIT LAW

If Contractor employs youth under the age of eighteen (18) years, he/she is required by law to see that each such employee holds a valid work permit. Contractor is further required to adhere to all applicable child labor laws.

6. PERSONNEL

All Contractor employees are employees of the Contractor and not the District. No agent, servant or employee of the Contractor will under any circumstances be deemed an agent, servant or employee of the District.

The District reserves the sole absolute right to determine, at its discretion, that any person or agent used by Contractor in the performance of the contract shall be excluded from such performance on the grounds that his or her appearance or conduct is detrimental to the District's operation. Determination of these matters by District Management shall be final.

7. POTENTIAL SUBCONTRACTORS/INDEPENDENT CONTRACTORS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any subcontractors/independent contractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations contained herein. The Contractor agrees to be as fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor's obligation to pay its subcontractors/independent contractors is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any subcontractor/independent contractor.

Subcontracting of goods or services must be approved in writing by the District.

ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

8. SUPPLIERS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any suppliers.

The Contractor agrees to be as fully responsible to the District for the acts and omissions of its suppliers and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its suppliers is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any supplier.

9. TRAVEL, TRANSPORTATION AND ACCOMMODATIONS

Contractor is responsible for all necessary travel, fuel, transportation and housing accommodations.

10. INVOICES

Invoices shall be submitted upon completion of services rendered to the District.

All invoices must contain Contractor's invoice number, District-issued Purchase Order (PO) number, detailed work logs and hours by Service Type for the labor required to fulfill these services.

Contractor shall send invoices and any supporting documentation via email to AP@ocfair.com (the District's preferred mechanism) or mail to OC Fair & Event Center, Attn: Accounts Payable, 88 Fair Drive, Costa Mesa, CA 92626.

Upon contract award and throughout the duration of the contract, Contractor shall work with the District to ensure invoicing needs are continually met.

11. PAYMENT

Payments to the Contractor will be made by the 32nd District Agricultural Association and paid in full within 30 days upon satisfactory completion of each event and receipt of proper invoice.

12. PRICING/FINANCIAL PROPOSAL BID FORM

The Financial Proposal Bid Form will be used to develop the "not to exceed" amount of the contract. The estimated quantities provided are based upon historical experience and anticipated future needs, and may change depending upon actual needs/usage. Billing/invoicing will be determined by multiplying actual usage by the Service Type rate as entered on the Financial Proposal Bid Form.

The District may elect to add a contingency line item to accommodate specifications within the scope of the effort, if approved by the District, during the implementation of this contract.

13. MEGAN'S LAW SCREENING

All of Contractor's employees, agents, servants, volunteers, independent contractors and/or employees, agents, servants, volunteers, independent contractors of Contractor's subcontractors who will be performing job related duties on District premises must pass background checks under "Megan's Law" as required by the District's current Megan's Law policy (and as that policy may be amended by the District from time to time), and any other reasonable background checks that may be required by the District as a result of policies adopted by the District's Board of Directors. Contractor will certify in writing that they have conducted the required screening and will indemnify the District for any negligence arising out of or connected with their obligations pertaining to the required screening. Contractor shall not be held liable for the lack of or inaccuracies in reporting made available by the states. A full, true and correct copy of the District's current Megan's Law policy is attached.

ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

14. RIGHT TO REPLACE/DISMISS

Contractor's onsite personnel are subject to approval of the District during the entire term of contracted services. The District has the right, in accordance with applicable law, to require replacement of Contractor's onsite personnel or any member of Contractor's onsite personnel.

If at any time the District determines that any employee, agent or officer of Contractor or of Contractor's permitted subcontractors, is in violation of District policies regarding harassment, discrimination or offensive behavior or Megan's Law, or fails to meet the District's safety and customer service standards, the District may notify Contractor verbally and/or in writing. Contractor will promptly correct the behavior, performance or condition giving rise to the notification described herein to the satisfaction of the District. If Contractor fails to correct the behavior, performance or condition giving rise to the notification described herein, the District may demand that Contractor (or Contractor's subcontractor, as the case may be) cease using said employee at the District's facilities and Contractor (or Contractor's subcontractor, as the case may be) will promptly comply with such request. If the District requests replacement of onsite personnel or any of its members, Contractor must furnish a replacement immediately or as otherwise determined necessary by the District. Nothing contained in this paragraph shall obligate the District to monitor the behavior of Contractor's employees or of Contractor's subcontractor's employees. The District retains the right to review the resumes of all Contractor personnel and confirm compliance.

15. GRATUITIES

Contractor is prohibited from offering any gift or gratuity to employees and/or officers of the 32nd District Agricultural Association, as employees and officers are not permitted to accept them under any circumstances. Contractor and/or Contractor's employees shall not solicit or accept any gifts. This includes cash, tickets, food, drinks, merchandise or any other items from District staff, promoters and/or vendors to perform the functions detailed in this agreement. Any violations of this policy may result in the dismissal of the employee and a performance violation notice issued to the Contractor.

16. EVALUATION OF CONTRACTOR PERFORMANCE

Contractor will be evaluated on their performance, including, but not limited to, Contractor's record of conforming to contract requirements and to standards of good workmanship; Contractor's record of forecasting and controlling costs; Contractor's adherence to contract schedules, including the administrative aspects of performance; Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; Contractor's record of integrity and business ethics, and generally, Contractor's business-like concern for the interest of the District and its customers.

Contractor shall work with District staff to ensure contract compliance, whether by phone, email or in-person meetings, as determined necessary by the District. The District retains the right to notify Contractor of any performance issues at any time for the duration of the contract term. Notification will be provided in writing to Contractor, whereupon Contractor shall have five (5) days to respond to the District's request for compliance. Unless mutually agreed upon otherwise, performance issues shall be corrected within fifteen (15) days of District's notification to Contractor.

Failure to supply equipment and/or personnel as required may result in a notice of default and/or an adjustment to the fees charged for equipment and/or labor.

Contractor may be disqualified from potential bidding opportunities if the District deems Contractor as unresponsive to repeated requests for corrective action.

17. NON-EXCLUSIVE AGREEMENT

Contractor understands and agrees that this is a non-exclusive agreement. The District may hire other contractors for work of a similar or identical nature.

ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)
Page 4 of 5

18. TERMINATION

The District reserves the right to terminate any contract at any time with or without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations and/or performances required in the terms of the contract.

19. 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.

20. PHONE NUMBERS

Contractor shall provide the District with phone numbers for their authorized representative(s) and with a 24-hour "On Call" phone number for emergencies.

21. VEHICLES, EQUIPMENT AND SUPPLIES

All vehicles and equipment such as utility carts, trucks, trailers, vans, boom lifts, scissor lifts, pressure washers, back pack blowers, hand trucks, brooms, hoses and pickers and all cleaning supplies such as stripper, detergents, sanitizers, air fresheners and other chemicals shall be owned and/or provided by Contractor. The District will provide consumable paper products, waste receptacles and plastic waste receptacle liners. All vehicles and equipment will be clearly marked with Contractor's company name and/or logo. Equipment shall be in proper operating condition with all guards in place. No equipment shall be left unattended. Equipment and supplies must be stored in designated areas agreed upon by the District. All Safety Data Sheets (SDS) for all chemical-cleaning products used must be on-site accessible by the District, per Global Harmonization System (GHS). Contractor shall take all necessary safety precautions when using vehicles, equipment and cleaning products. Drivers of all vehicles and equipment shall possess a valid driver license and be 18 years of age or older. Street sweepers should be South Coast Air Quality Management District Rule 1186 certified and Rule 1186.1 compliant and no older than 2 years. Contractor shall furnish all necessary labor, supervision, equipment, tools, materials (excluding dumpsters), permits, transportation and insurance in the performance of these specifications.

22. VEHICLE UTILITY CARTS

Contractor may provide utility carts for employees, if necessary, to complete Scope of Work. Carts are not permitted to park in front of buildings or in pathways blocking pedestrian access points. Drivers shall possess a valid driver's license and be 18 years of age or older and abide by all applicable local, State and Federal laws related to cart safety. Weather protection of equipment is the responsibility of the Contractor.

23. VENUE CLEAN-UP

a. Contractor is to keep job site clean daily and upon project completion.
b. Contractor shall sweep and blow all debris daily and upon project completion.
c. Contractor will dump all green waste in the provided 40 yard dumpster on OCFEC grounds.
d. Do not dispose of any construction material or project waste on OCFEC grounds or in OCFEC containers.
e. Contractor is to keep all compound and chemicals out of storm drains & sewers.
f. Contractor will protect ground surfaces from oil and other leaks that may come from service trucks.

ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)
Page 5 of 5

24. TELEPHONE NUMBERS

Contractor shall provide the District with a 24-hour "On Call" phone number for emergencies and event schedule changes.

25. PERSONNEL POLICY

All Contractor employees must receive an orientation on the duties they will be required to perform, safety training to ensure employees working with chemicals are familiar with SDS per GHS and harassment training (prior to working). In addition, ongoing customer service training will be required during the term of this contract to educate current employees and new hires. Contractor is required to supply all required training and a schedule of planned training shall be provided to the District at the beginning of every quarter in January, April, July and October. All employees will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property; when entering and while working on the grounds. Badges will have the name visible and worn on the upper right or left torso. All badges must be returned from terminated employees. All other employee badges must be returned on Friday following the end of the OC Fair. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

26. UNIFORMS AND BADGES

Contractor's employees shall be at all times neatly and cleanly uniformed and must meet reasonable prescribed grooming guidelines and appearance standards.
The District requires Contractor's employees to wear badges, identification cards, and/or credentials in a clearly visible location (per attached procedure) while Contractor's employees are on the District's premises. Contractor personnel will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property, when entering and while working on the grounds. Badges shall have the name visible and worn on the upper right or left torso. Badges are specific to each person and are non-transferable. All badges must be returned from terminated employees. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

27. SUBCONTRACTING

Subcontracting of goods or services must be approved in writing, by the District.

28. FIRE REGULATIONS

All fire regulations as prescribed by the State Fire Marshal must be strictly adhered to.

-End Exhibit H-

EXHIBIT I – COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

1. SCOPE

As a result of the worldwide COVID-19 pandemic, the 32nd District Agricultural Association (OCFEC) implemented numerous essential protocols and procedures to protect OCFEC staff, renters, event promoter/producer employees, exhibitors, vendors, contractors, subcontractors, volunteers and members of the public. These protocols and procedures do not supersede or replace any existing orders issued by local governments, the State of California or the Federal Government. The protocol and procedure guidelines (COVID-19 Guidelines) apply equally to all organizations and persons doing business on OCFEC property, both public and private, and all event types, commercial, trade or other, hosted at the OCFEC.

2. SICK, ELDERLY AND VULNERABLE PERSONS

Anyone who feels sick should remain at home. In addition, high-risk persons who are over 65 years of age, or anyone with chronic illness or underlying medical conditions, should continue to follow recommendations to stay at home and limit public interaction.

3. PHYSICAL DISTANCING IN THE WORKPLACE

Physical distancing of a minimum of six (6) feet should be maintained between customer-facing employees and the general public, and – to the extent practical – between employees in the field or at employee workstations. Where isolation of employees in the field or at employee workstations is impractical, face coverings must be worn without exception.

4. HANDWASHING, PERSONAL PROTECTIVE EQUIPMENT, AND TESTING

Renters, event promoters, event producers, exhibitors, vendors, and their respective contractors, subcontractors and volunteers (collectively, “Business Partners”) conducting business at the OCFEC must require all customer-facing employees to either wash their hands or use hand sanitizer every thirty minutes, or wear disposable gloves which are to be changed as frequently as specified by guidelines established for each applicable job assignment. Face coverings must be provided to all employees.

Before starting a shift, all OCFEC employees and all Business Partner employees, must have their temperatures taken and documented, and individual(s) will not be permitted to remain at work if the temperature reading exceeds 100.4 degrees (°) Fahrenheit. Affected individual(s) may only return to work after registering and documenting their temperature reading below 100.4° Fahrenheit for seventy-two (72) consecutive hours.

All OCFEC event attendees, before entering OCFEC premises, must have their temperatures taken and documented. Any OCFEC event attendee with a temperature reading above 100.4° Fahrenheit will not be permitted to attend the event and will be required to immediately leave the OCFEC premises. Paid admission/parking fee refunds will be subject to processing schedule.

All competitive professional and amateur sports participants, including youth sports participants, must be tested for COVID-19 at least one (1) week before the date of the scheduled competition, and will not be permitted to compete if the intended participant tests positive for COVID-19. If the intended participant tests positive for COVID-19, he/she will not be allowed to participate in any activities at the OCFEC until after (i) receiving a negative result on a subsequent COVID-19 test and (ii) satisfying the specified 14-day (or otherwise governmentally specified) COVID-19 quarantine period.

EXHIBIT I – COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

OCFEC Business Partners should make every effort to limit physical touch points at their respective places of business, including at the OCFEC. All OCFEC event promoters must significantly increase frequency of sanitation and disinfection measures at all workstations and equipment that come into contact with OCFEC employees and the general public. All OCFEC Business Partners must assess and identify the frequency of necessary sanitation and disinfection practices, and will review and agree upon a sanitation and disinfection schedule with the OCFEC.

Face coverings and disposable gloves must be worn by all OCFEC Business Partner customer-facing employees. All OCFEC event attendees and visitors must wear appropriate face coverings. Physical barriers, if available, are preferred but not required as the general public will make the personal decision of whether to attend an event at the OCFEC and/or patronize an OCFEC Business Partner. For the benefit of the public, OCFEC employees and Business Partner employees, handwashing or hand sanitizing should be done as soon as possible following the handling of materials that come in contact with the general public.

5. EVENT ATTENDANCE LIMITATIONS

Attendance at all OCFEC events, including all move-in and move-out activities, must be limited at any given time, to no more than the current maximum attendance levels permitted by all applicable local and state orders or laws.

OCFEC Business Partners must establish and actively enforce measures to monitor and ensure attendance limitation compliance. If an OFCEC Business Partner fails to comply with event attendance limitations, the OCFEC in its sole and absolute discretion may cancel the event without notice and refer the matter to local law enforcement.

6. OCFEC BUSINESS PARTNER COMPLIANCE

OCFEC Business Partners shall make every effort to assure compliance with COVID-19 related mitigation requirements. If an OCFEC Business Partner fails to comply with these COVID-19 Guidelines, the OCFEC in its sole and absolute discretion may close non-compliant event spaces, exhibitor spaces or other such rental spaces, or may cancel the event without notice and refer the matter to local law enforcement.

7. COVID-19 RELEASE AND WAIVER OF LIABILITY

As consideration for being permitted to conduct event activities at the OCFEC, OCFEC Business Partners must acknowledge and agree to all COVID-19 Pandemic and related governmental orders, directives and guidelines, and forever release the 32nd District Agricultural Association, the State, California Fair Services Authority (“CFSA”), the County, the Lessor, and any fair affiliated organization, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively “Releasees”) from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner’s employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner’s participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.

EXHIBIT I – COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

8. EVENT ORGANIZATION PROTOCOLS

Each OCFEC Business Partner must submit event organization-specific COVID-19 related infection mitigation protocols and procedures for OCFEC review and approval no later than thirty (30) days before the event's scheduled move-in date. The OCFEC reserves the right to reject any protocols and procedures that are in conflict with, or are less stringent than, the COVID-19 Guidelines. If the OCFEC rejects the OCFEC Business Partner's COVID-19 related infection mitigation protocols and procedures, the OCFEC Business Partner must resubmit revised infection mitigation protocols and procedures for review no less than fifteen (15) days before the event's scheduled move-in date. If OCFEC Business Partner fails to submit the COVID-19 related infection mitigation protocols and procedures on time, the OCFEC in its sole and absolute discretion may terminate the agreement and cancel the event without notice.

9. FURTHER ACTION AS NECESSARY

The OCFEC reserves the right to modify these COVID-19 Guidelines as circumstances warrant. Specifically, the OCFEC recognizes that additional restrictions not reflected in these guidelines may be necessary to address the health and safety of certain populations depending upon their age or underlying health concerns, or otherwise to address medical issues as they arise.

I HAVE CAREFULLY READ THIS AGREEMENT EXHIBIT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A CONTRACTUAL AGREEMENT BETWEEN MYSELF AND THE 32ND DISTRICT AGRICULTURAL ASSOCIATION, THE STATE, CFSA, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed on _____, 20____

OCFEC BUSINESS PARTNER

_____
Signature

_____
Address

_____
Address

-End Exhibit I-

STATE OF CALIFORNIA

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 03/2019)

R_____ A_____ F_____

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

AGREEMENT NUMBER	AMENDMENT NUMBER
SA-118-19YR	**#2**
REGISTRATION NUMBER	

1. This Agreement is entered into between the Contracting Agency and Contractor named below:

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME

UTP PRODUCTIONS, INC.

2. The term of this Agreement is **05/01/19** through **12/31/21** **FED ID:**

3. The maximum amount of this Agreement after this amendment is: **$375,000.00 Amendment**
Not to exceed $1,880,000.00 with inclusion of option years

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Standard Agreement #118-18YR, dated May 1, 2019, between the District and UTP Productions, Inc. is hereby amended as follows:

STATE AND CONTRACTOR AGREE:

1. To amend the original contract for providing payroll services for members of Local 504 of the IATSE union for Pacific Amphitheatre by increasing the original flat rate of 26% to 27% of payroll.
2. The not to exceed amount of this agreement is THREE HUNDRED SEVENTY FIVE THOUSAND DOLLARS ($375,000.00).
3. Except as herein amended, all other terms and conditions remain as previously agreed upon.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.
Effective date of this amendment is 05/01/21

CONTRACTOR

CONTRACTOR NAME *(If other than an individual, state whether a corporation, partnership, etc.)*

UTP PRODUCTIONS, INC.

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

Lonnie Harkness, President

CONTRACTOR BUSINESS ADDRESS

35 West Broadway Suite 202, Salt Lake City, UT 84101
(801) 918-1121 payroll@utpgroup.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

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

CONTRACTING AGENCY ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

CALIFORNIA
Department of General Services
Use Only

☐ Exempt per:

STATE OF CALIFORNIA
STANDARD AGREEMENT **R_____ A_____ F_____**
STD 213 (Rev. 03/2019)

AGREEMENT NUMBER
SA-074-21LS
PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
SADDLEBACK VETERINARY SERVICES, INC.

2. The term of this Agreement is: 07/05/2021 through 08/15/2021 **FED ID:**

3. The maximum amount of this Agreement is: **$4,000.00**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work **–** Veterinary Services for 2021 OC Fair	Pages 2
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 3
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 4 - 7
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 8 – 11
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 12 – 14
Exhibit F – OCFEC Megan's Law Screening & Certification Form (Attached hereto as part of this agreement)	Pages 15 – 16
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 17 – 18
Exhibit H – Additional Contract Terms & Conditions (Attached hereto as part of this agreement)	Pages 19 – 23
Exhibit I – COVID-19 Infection Mitigation Protocol & Procedure Guidelines (Attached hereto as part of this agreement)	Pages 24 - 26

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
SADDLEBACK VETERINARY SERVICES, INC.

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Mike Kavanagh, D.V.M.

CONTRACTOR BUSINESS ADDRESS
1082 Bryan Avenue, Tustin, CA 92780
(714) 832-8686, email: mkavanagh@westernu.edu

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND District Agricultural Association/OC Fair & Event Center

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Joan Hamill, Chief Business Development Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK

CONTRACT REPRESENTATIVES
32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER
Evy Young, Agriculture Education Supervisor
Phone Number (714) 708- 1925

SADDLEBACK VETERINARY SERVICES, INC.
Mike Kavanagh, D.V.M.
(714) 832-8686

CONTRACTOR AGREES:

A. To provide veterinary services from July 5 – August 15 for the 2021 OC Fair.

B. To work under the direction of the Livestock Program Supervisor or designated appointee.

C. To perform services on grounds at the following days and times:

1. **Monday, July 5**, from 12:30 p.m. until the end of large market animal weigh-in (approx. 6 p.m.) for inspection of market animals (cattle, goats, lambs and hogs), dairy cattle and review of exhibitors Certificates of Animal Medications.
2. **Thursday, July 15**, from 11:30 a.m. – 1:30 p.m. to attend the Animal Welfare meeting.
3. **Friday, July 16,** from 8 a.m. – 11:30 a.m. to inspect llama exhibitors and OC Fair animal attractions.
4. **Wednesday, July 21, July 28, August 4 and August 11**, from 8:00 a.m. to approximately 11:30 a.m. for general animal inspection services. Inspections **MUST** be completed before the OC Fair opens (before 10:00 a.m.) and a post inspections report must be given to the Livestock Supervisor or designated appointee after each inspection.

D. To be on call for emergencies when not scheduled to be present on grounds.

E. To support the policies and decisions of District Management.

F. To provide proof of Malpractice Insurance, General Liability.

G. To provide proof of Workers' Compensation Insurance.

H. To perform services at the rate of ONE HUNDRED AND SIXTY ($160.00) per hour.

I. To provide to the District an invoice for services rendered within 30 days following the close of the 2021 OC Fair, but no later than September 15, 2021. Invoice shall be itemized by date work was performed, hours worked and hourly rate. Contractor shall only be paid for actual services rendered.

J. Payment is inclusive of all services rendered as well as all travel and meal expenses incurred during the term of the Agreement.

K. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.

L. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

DISTRICT AGREES:

A. On call services must not exceed two (2) hours unless there is an extreme emergency.

B. To provide necessary admission and parking credentials to the Contractor.

C. To pay Contractor ONE HUNDRED AND SIXTY ($160.00) per hour for a total sum not to exceed FOUR THOUSAND DOLLARS ($4,000.00) upon satisfactory completion of services herein required and upon receipt of proper invoice. Payment will be Net 30 delivered via the postal service.

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5100-62

PAYMENT PROVISIONS:

Payment will be made Net 30 upon satisfactory completion of services herein required and upon receipt of proper invoice.

Invoice shall be itemized and contain the District's Purchase Order number. Invoice to be sent via email to AP@ocfair.com or mailed as follows:

OC Fair & Event Center
Attn: Accounts Payable
88 Fair Drive
Costa Mesa, CA 92626

Contractor to receive a total sum not to exceed ONE HUNDRED AND SIXTY ($160.00) per hour for a total sum not to exceed FOUR THOUSAND DOLLARS ($4,000.00) upon satisfactory completion of services herein required and upon receipt of proper invoice. Payment will be Net 30 and delivered via US Mail.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

Page 1 of 4

GTC 04/2017

1. **APPROVAL:**
   This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
   No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
   Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
   Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
   The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR*:***
   Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

Page 2 of 4

9. RECYCLING CERTIFICATION:

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:

During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)
Page 3 of 4

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC 04/2017 / CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)
Page 2 of 4

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:**
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. **GENDER IDENTITY**:
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)
Page 3 of 4

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)
Page 4 of 4

4. CONTRACTOR NAME CHANGE:
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:
A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION:
Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:
This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS
Page 1 of 3

California Fair Services Authority #19-02

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate – The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. Coverages:

   a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall be not less than **$5,000,000 per occurrence** for Fairtime Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **$5,000,000 per occurrence** for the following types of Motorized Events: automobile races, drifting exhibitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, enduro, pro stock; **$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races; **$3,000,000 per occurrence** for Rodeo Events all types **with a paid gate** and any Rough Stock events; **$2,000,000 per occurrence** for Rodeo Events All Types **without a paid gate** and with any Rough Stock events and for Swap Meets/Flea Markets held two or more times per calendar year; **$2,000,000 per occurrence** for the following Motorized events: car jumping contests/demonstrations of hydraulic modifications to automobiles; **$2,000,000 per occurrence** for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Cannabis Festivals/Trade Shows, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; **$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events**; $1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

   The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the contractor/renter's activities, or business to be conducted under the contract or rental agreement/lease, must be listed in the Certificate of Insurance. If there is a self-insured retention or deductible in the contractor/renter's coverage equal to or in excess of $100,000, the self-insured retention/deductible amount shall be included as part of the Certificate of Insurance. A copy of the contractor/renter's policy declaration page containing this

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)
Page 2 of 3

information as an attachment/exhibit to the Certificate of Insurance will be acceptable, provided it contains all the aforementioned information.

b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than $1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.

c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

d. Medical Malpractice - Medical Malpractice coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving medical services.

e. Liquor Liability - Liquor Liability coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

5. Certificate Holder:
   - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
   - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

B. CFSA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

C. Master Certificates - A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)
Page 3 of 3

performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.

2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.

2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.

3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.

4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

-End Exhibit E-

EXHIBIT F – MEGAN'S LAW SCREENING CERTIFICATION AND LISTING

OC Fair & Event Center

This form must be completed legibly, with all information requested. Typewritten or computer-generated forms or reports may be substituted provided that: all required information is included in columnar form, and the listing report is attached to this form. The certification section must be signed by an authorized representative of the contractor.

Company/Organization Name: _____

Contact Name: _____ **Contact Telephone :**_____

Type of Company/Organization (Circle one): **Contractor** **Consultant** **Concessionaire** **Entertainer** **Exhibitor** **Volunteer**

Other/Explanation if Needed: _____

The undersigned represents and warrants that attached to this Megan's Law Screening Certification and Listing is a full, true, correct, complete, and accurate listing of all persons scheduled to work or volunteer for the company/organization identified above ("Contractor") during the annual OC Fair or Imaginology. If any other or additional individuals will be performing work, labor, or services, I understand that my company/organization is required to submit a supplemental listing(s) identifying those individuals.

The undersigned represents and warrants that all persons and individuals performing services on behalf of Contractor, including, but not limited to, its agents, employees, subcontractors, and volunteers have been screened for sex offender registration before each individual commenced work, services, and/or was present at the OCFEC facility. The undersigned represents and warrants that no individual who is a registered sex offender will be assigned or permitted to perform services on behalf of Contractor at or on OCFEC premises.

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless OCFEC from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorney's fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of Contractor's obligations under this Megan's Law Screening Certification and Listing, regardless of responsibility of negligence; by reason of death, injury, property damage, however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Contractor, or any of its employees or agents).

The undersigned represents and warrants that he/she is fully authorized to execute this Megan's Law Screening Certification and Listing on behalf of Contractor.

_____ _____
Company/Organization Representative's Signature Title of Representative

_____ _____
Printed Name Date

EXHIBIT F – MEGAN'S LAW SCREENING CERTIFICATION AND LISTING (CONT.)
OC Fair & Event Center
Page 2 of 2

Megan's Law Screening Listing

Full Name (Last, First Middle)	Full Name (Last, First Middle)

Please duplicate this listing sheet if additional space is required

EXHIBIT G – UNIFORM AND ID PROCEDURES & CERTIFICATION

PROCEDURE 0004: Uniforms for Contractors and their Employees.

PPE (Personal Protective Equipment): Closed-toe shoes and steel toe work shoes/boots where appropriate and other PPE as required by task and OSHA guidelines.

Purpose: To ensure all OCFEC contractors, including employees, are wearing company approved uniforms when present in a working capacity at the OCFEC.

1. Each OCFEC contractor and its respective employees (collectively, "Contractor") shall wear their own company uniform at all times when working on OCFEC property, including without limitation, the Pacific Amphitheatre, The Hangar and Action Sports Arena.

2. A uniform can be a logo T-shirt, polo style shirt or full button down shirt; if a jacket (or outerwear) is also required, the jacket must have the company logo on the front of the jacket. OCFEC will require pre-approval of the company uniform style and logo. The company logo must be highly visible and non-offensive in nature.

3. If a Contractor wears a jacket (or outerwear), the required photo identification must remain visible at all times (Part X – Section A-6, Procedure 0005).

4. If any OCFEC Contractor is not in the proper company uniform, he or she will be asked to leave the OCFEC premises and may not return until he or she is wearing the required uniform.

5. If any OCFEC Contractor violates OCFEC procedures, including this OCFEC Contractor Uniform Policy, OCFEC management will ask the Contractor to permanently replace that employee.

6. Continued lack of support for, or adherence to, OCFEC procedures, including this OCFEC Contractor Uniform Policy, may result in the cancellation of the contract between the OCFEC and contractor.

PROCEDURE 0005: OCFEC Contractors and their Employees wearing identification in the Pacific Amphitheatre, backstage and on OCFEC property.

PPE (Personal Protective Equipment): Break-away OCFEC photo identification card lanyard.

Purpose: To ensure all contractors and their employees are properly wearing required identification in the proper manner.

1. Each OCFEC contractor and its respective employees (collectively, "Contractor") must wear OCFEC approved and supplied photo identification cards around their neck or in another highly visible area at all times while working for the OCFEC. (Note: an additional clip option is available due to work requirements).

2. The OCFEC department Director responsible for the work area will provide a complete list of all Contractors to badging trailer personnel. All Contractors must visit the OCFEC trailer to have their photograph taken and to be provided with their OCFEC photo identification card and a break-away lanyard (and/or clip if requested by the contractor).

3. The OCFEC department Director responsible for the work area will provide a copy of this OCFEC Contractor Photo Identification Procedure to all contractors to review and this OCFEC Contractor Photo Identification Procedure shall be incorporated as part of all OCFEC contracts.
4. Contractors may not access the backstage area of the Pacific Amphitheatre without a backstage pass, which must be pre-approved by the OCFEC department Director and OCFEC Vice President responsible for the work area.

5. All OCFEC department Directors and OCFEC Vice Presidents must forward to the Pacific Amphitheatre backstage Security Manager the name of each OCFEC Contractor that was issued a backstage pass by that Department Director or OCFEC Vice President. Only the Pacific Amphitheatre backstage Security Manager has the authority to provide OCFEC Contractors with Pacific Amphitheatre backstage passes. All Pacific Amphitheatre backstage passes must be worn by the OCFEC Contractor as described above.

6. All Contractors must be courteous and cooperative when at any venue access point, entry, gate or if approached by Security/Law Enforcement for ID inspection.

7. Contractors will be allowed in the Pacific Amphitheatre backstage area only to perform job functions; once the Contractor completes the Contractor's job functions in the Pacific Amphitheatre backstage area, Contractor must immediately leave the area.

8. Contractors not properly wearing required OCFEC identification will be asked to leave, or may be escorted from, the OCFEC property.

9. If any OCFEC Contractor violates OCFEC procedures, including this OCFEC Contractor Photo Identification Procedure, OCFEC management will ask the Contractor to permanently replace that employee.

10. Continued lack of support for, or adherence to, OCFEC procedures, including this OCFEC Contractor Photo Identification Procedure, may result in the cancellation of the contract between the OCFEC and Contractor.

By signing this form, the bidder has read and understood OCFEC's policies above, and is agreeing to follow all procedures.

_____ _____
(Print Name & Title) (Signature)

_____
(Date)

If this status form is not completely filled out, signed and submitted with bidder's response to the IFB, the bid will be rejected as non-responsive.

-End Exhibit G-

EXHIBIT H – ADDITIONAL CONTRACT TERMS AND CONDITIONS

1. AUTHORIZED REPRESENTATIVE

Contractor must maintain one (1) or more English speaking representatives who are authorized to take immediate action and make requested adjustments and/or changes as required by District Management. This person must be identified to the District as the Contractor's authorized representative.

2. LICENSES, PERMITS AND CERTIFICATIONS

Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s), permits(s) and certification(s) required by law or as part of this contract for accomplishing any work required in connection with this agreement. In the event any license(s), permit(s) or certification(s) expire at any time during the term of this contract, Contractor agrees to provide agency a copy of the renewed license(s), permit(s) or certification(s) within thirty (30) days following the expiration date

In the event the Contractor fails to keep in effect at all times all required license(s), permit(s), and certification(s), the District may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

3. SITE ACCESS

District shall allow Contractor access to the District's property as needed. If access is required during annual OC Fair hours, the District will provide necessary admission and parking credentials for the employees performing in service of the contract.

4. INSURANCE

Proof of insurance, meeting the requirements of the State (see Exhibit E) must be made available to the District within fifteen (15) days of contract award. Failure to do so could result in termination of said contract.

5. WORK PERMIT LAW

If Contractor employs youth under the age of eighteen (18) years, he/she is required by law to see that each such employee holds a valid work permit. Contractor is further required to adhere to all applicable child labor laws.

6. PERSONNEL

All Contractor employees are employees of the Contractor and not the District. No agent, servant or employee of the Contractor will under any circumstances be deemed an agent, servant or employee of the District.

The District reserves the sole absolute right to determine, at its discretion, that any person or agent used by Contractor in the performance of the contract shall be excluded from such performance on the grounds that his or her appearance or conduct is detrimental to the District's operation. Determination of these matters by District Management shall be final.

7. POTENTIAL SUBCONTRACTORS/INDEPENDENT CONTRACTORS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any subcontractors/independent contractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations contained herein. The Contractor agrees to be as fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor's obligation to pay its subcontractors/independent contractors is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any subcontractor/independent contractor.

Subcontracting of goods or services must be approved in writing by the District.

ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

8. SUPPLIERS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any suppliers.

The Contractor agrees to be as fully responsible to the District for the acts and omissions of its suppliers and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its suppliers is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any supplier.

9. TRAVEL, TRANSPORTATION AND ACCOMMODATIONS

Contractor is responsible for all necessary travel, fuel, transportation and housing accommodations.

10. INVOICES

Invoices shall be submitted upon completion of services rendered to the District.

All invoices must contain Contractor's invoice number, District-issued Purchase Order (PO) number, detailed work logs and hours by Service Type for the labor required to fulfill these services.

Contractor shall send invoices and any supporting documentation via email to AP@ocfair.com (the District's preferred mechanism) or mail to OC Fair & Event Center, Attn: Accounts Payable, 88 Fair Drive, Costa Mesa, CA 92626.

Upon contract award and throughout the duration of the contract, Contractor shall work with the District to ensure invoicing needs are continually met.

11. PAYMENT

Payments to the Contractor will be made by the 32nd District Agricultural Association and paid in full within 30 days upon satisfactory completion of each event and receipt of proper invoice.

12. PRICING/FINANCIAL PROPOSAL BID FORM

The Financial Proposal Bid Form will be used to develop the "not to exceed" amount of the contract. The estimated quantities provided are based upon historical experience and anticipated future needs, and may change depending upon actual needs/usage. Billing/invoicing will be determined by multiplying actual usage by the Service Type rate as entered on the Financial Proposal Bid Form.

The District may elect to add a contingency line item to accommodate specifications within the scope of the effort, if approved by the District, during the implementation of this contract.

13. MEGAN'S LAW SCREENING

All of Contractor's employees, agents, servants, volunteers, independent contractors and/or employees, agents, servants, volunteers, independent contractors of Contractor's subcontractors who will be performing job related duties on District premises must pass background checks under "Megan's Law" as required by the District's current Megan's Law policy (and as that policy may be amended by the District from time to time), and any other reasonable background checks that may be required by the District as a result of policies adopted by the District's Board of Directors. Contractor will certify in writing that they have conducted the required screening and will indemnify the District for any negligence arising out of or connected with their obligations pertaining to the required screening. Contractor shall not be held liable for the lack of or inaccuracies in reporting made available by the states. A full, true and correct copy of the District's current Megan's Law policy is attached.

ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

14. RIGHT TO REPLACE/DISMISS

Contractor's onsite personnel are subject to approval of the District during the entire term of contracted services. The District has the right, in accordance with applicable law, to require replacement of Contractor's onsite personnel or any member of Contractor's onsite personnel.

If at any time the District determines that any employee, agent or officer of Contractor or of Contractor's permitted subcontractors, is in violation of District policies regarding harassment, discrimination or offensive behavior or Megan's Law, or fails to meet the District's safety and customer service standards, the District may notify Contractor verbally and/or in writing. Contractor will promptly correct the behavior, performance or condition giving rise to the notification described herein to the satisfaction of the District. If Contractor fails to correct the behavior, performance or condition giving rise to the notification described herein, the District may demand that Contractor (or Contractor's subcontractor, as the case may be) cease using said employee at the District's facilities and Contractor (or Contractor's subcontractor, as the case may be) will promptly comply with such request. If the District requests replacement of onsite personnel or any of its members, Contractor must furnish a replacement immediately or as otherwise determined necessary by the District. Nothing contained in this paragraph shall obligate the District to monitor the behavior of Contractor's employees or of Contractor's subcontractor's employees. The District retains the right to review the resumes of all Contractor personnel and confirm compliance.

15. GRATUITIES

Contractor is prohibited from offering any gift or gratuity to employees and/or officers of the 32nd District Agricultural Association, as employees and officers are not permitted to accept them under any circumstances. Contractor and/or Contractor's employees shall not solicit or accept any gifts. This includes cash, tickets, food, drinks, merchandise or any other items from District staff, promoters and/or vendors to perform the functions detailed in this agreement. Any violations of this policy may result in the dismissal of the employee and a performance violation notice issued to the Contractor.

16. EVALUATION OF CONTRACTOR PERFORMANCE

Contractor will be evaluated on their performance, including, but not limited to, Contractor's record of conforming to contract requirements and to standards of good workmanship; Contractor's record of forecasting and controlling costs; Contractor's adherence to contract schedules, including the administrative aspects of performance; Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; Contractor's record of integrity and business ethics, and generally, Contractor's business-like concern for the interest of the District and its customers.

Contractor shall work with District staff to ensure contract compliance, whether by phone, email or in-person meetings, as determined necessary by the District. The District retains the right to notify Contractor of any performance issues at any time for the duration of the contract term. Notification will be provided in writing to Contractor, whereupon Contractor shall have five (5) days to respond to the District's request for compliance. Unless mutually agreed upon otherwise, performance issues shall be corrected within fifteen (15) days of District's notification to Contractor.

Failure to supply equipment and/or personnel as required may result in a notice of default and/or an adjustment to the fees charged for equipment and/or labor.

Contractor may be disqualified from potential bidding opportunities if the District deems Contractor as unresponsive to repeated requests for corrective action.

17. NON-EXCLUSIVE AGREEMENT

Contractor understands and agrees that this is a non-exclusive agreement. The District may hire other contractors for work of a similar or identical nature.

ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

18. TERMINATION

The District reserves the right to terminate any contract at any time with or without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations and/or performances required in the terms of the contract.

19. 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.

20. PHONE NUMBERS

Contractor shall provide the District with phone numbers for their authorized representative(s) and with a 24-hour "On Call" phone number for emergencies.

21. VEHICLES, EQUIPMENT AND SUPPLIES

All vehicles and equipment such as utility carts, trucks, trailers, vans, boom lifts, scissor lifts, pressure washers, back pack blowers, hand trucks, brooms, hoses and pickers and all cleaning supplies such as stripper, detergents, sanitizers, air fresheners and other chemicals shall be owned and/or provided by Contractor. The District will provide consumable paper products, waste receptacles and plastic waste receptacle liners. All vehicles and equipment will be clearly marked with Contractor's company name and/or logo. Equipment shall be in proper operating condition with all guards in place. No equipment shall be left unattended. Equipment and supplies must be stored in designated areas agreed upon by the District. All Safety Data Sheets (SDS) for all chemical-cleaning products used must be on-site accessible by the District, per Global Harmonization System (GHS). Contractor shall take all necessary safety precautions when using vehicles, equipment and cleaning products. Drivers of all vehicles and equipment shall possess a valid driver license and be 18 years of age or older. Street sweepers should be South Coast Air Quality Management District Rule 1186 certified and Rule 1186.1 compliant and no older than 2 years. Contractor shall furnish all necessary labor, supervision, equipment, tools, materials (excluding dumpsters), permits, transportation and insurance in the performance of these specifications.

22. VEHICLE UTILITY CARTS

Contractor may provide utility carts for employees, if necessary, to complete Scope of Work. Carts are not permitted to park in front of buildings or in pathways blocking pedestrian access points. Drivers shall possess a valid driver's license and be 18 years of age or older and abide by all applicable local, State and Federal laws related to cart safety. Weather protection of equipment is the responsibility of the Contractor.

23. VENUE CLEAN-UP

a. Contractor is to keep job site clean daily and upon project completion.
b. Contractor shall sweep and blow all debris daily and upon project completion.
c. Contractor will dump all green waste in the provided 40 yard dumpster on OCFEC grounds.
d. Do not dispose of any construction material or project waste on OCFEC grounds or in OCFEC containers.
e. Contractor is to keep all compound and chemicals out of storm drains & sewers.
f. Contractor will protect ground surfaces from oil and other leaks that may come from service trucks.

ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)
Page 5 of 5

24. TELEPHONE NUMBERS

Contractor shall provide the District with a 24-hour "On Call" phone number for emergencies and event schedule changes.

25. PERSONNEL POLICY

All Contractor employees must receive an orientation on the duties they will be required to perform, safety training to ensure employees working with chemicals are familiar with SDS per GHS and harassment training (prior to working). In addition, ongoing customer service training will be required during the term of this contract to educate current employees and new hires. Contractor is required to supply all required training and a schedule of planned training shall be provided to the District at the beginning of every quarter in January, April, July and October. All employees will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property; when entering and while working on the grounds. Badges will have the name visible and worn on the upper right or left torso. All badges must be returned from terminated employees. All other employee badges must be returned on Friday following the end of the OC Fair. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

26. UNIFORMS AND BADGES

Contractor's employees shall be at all times neatly and cleanly uniformed and must meet reasonable prescribed grooming guidelines and appearance standards.
The District requires Contractor's employees to wear badges, identification cards, and/or credentials in a clearly visible location (per attached procedure) while Contractor's employees are on the District's premises. Contractor personnel will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property, when entering and while working on the grounds. Badges shall have the name visible and worn on the upper right or left torso. Badges are specific to each person and are non-transferable. All badges must be returned from terminated employees. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

27. SUBCONTRACTING

Subcontracting of goods or services must be approved in writing, by the District.

28. FIRE REGULATIONS

All fire regulations as prescribed by the State Fire Marshal must be strictly adhered to.

-End Exhibit H-

EXHIBIT I – COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

1. SCOPE

As a result of the worldwide COVID-19 pandemic, the 32nd District Agricultural Association (OCFEC) implemented numerous essential protocols and procedures to protect OCFEC staff, renters, event promoter/producer employees, exhibitors, vendors, contractors, subcontractors, volunteers and members of the public. These protocols and procedures do not supersede or replace any existing orders issued by local governments, the State of California or the Federal Government. The protocol and procedure guidelines (COVID-19 Guidelines) apply equally to all organizations and persons doing business on OCFEC property, both public and private, and all event types, commercial, trade or other, hosted at the OCFEC.

2. SICK, ELDERLY AND VULNERABLE PERSONS

Anyone who feels sick should remain at home. In addition, high-risk persons who are over 65 years of age, or anyone with chronic illness or underlying medical conditions, should continue to follow recommendations to stay at home and limit public interaction.

3. PHYSICAL DISTANCING IN THE WORKPLACE

Physical distancing of a minimum of six (6) feet should be maintained between customer-facing employees and the general public, and – to the extent practical – between employees in the field or at employee workstations. Where isolation of employees in the field or at employee workstations is impractical, face coverings must be worn without exception.

4. HANDWASHING, PERSONAL PROTECTIVE EQUIPMENT, AND TESTING

Renters, event promoters, event producers, exhibitors, vendors, and their respective contractors, subcontractors and volunteers (collectively, “Business Partners”) conducting business at the OCFEC must require all customer-facing employees to either wash their hands or use hand sanitizer every thirty minutes, or wear disposable gloves which are to be changed as frequently as specified by guidelines established for each applicable job assignment. Face coverings must be provided to all employees.

Before starting a shift, all OCFEC employees and all Business Partner employees, must have their temperatures taken and documented, and individual(s) will not be permitted to remain at work if the temperature reading exceeds 100.4 degrees (°) Fahrenheit. Affected individual(s) may only return to work after registering and documenting their temperature reading below 100.4° Fahrenheit for seventy-two (72) consecutive hours.

All OCFEC event attendees, before entering OCFEC premises, must have their temperatures taken and documented. Any OCFEC event attendee with a temperature reading above 100.4° Fahrenheit will not be permitted to attend the event and will be required to immediately leave the OCFEC premises. Paid admission/parking fee refunds will be subject to processing schedule.

All competitive professional and amateur sports participants, including youth sports participants, must be tested for COVID-19 at least one (1) week before the date of the scheduled competition, and will not be permitted to compete if the intended participant tests positive for COVID-19. If the intended participant tests positive for COVID-19, he/she will not be allowed to participate in any activities at the OCFEC until after (i) receiving a negative result on a subsequent COVID-19 test and (ii) satisfying the specified 14-day (or otherwise governmentally specified) COVID-19 quarantine period.

EXHIBIT I – COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

OCFEC Business Partners should make every effort to limit physical touch points at their respective places of business, including at the OCFEC. All OCFEC event promoters must significantly increase frequency of sanitation and disinfection measures at all workstations and equipment that come into contact with OCFEC employees and the general public. All OCFEC Business Partners must assess and identify the frequency of necessary sanitation and disinfection practices, and will review and agree upon a sanitation and disinfection schedule with the OCFEC.

Face coverings and disposable gloves must be worn by all OCFEC Business Partner customer-facing employees. All OCFEC event attendees and visitors must wear appropriate face coverings. Physical barriers, if available, are preferred but not required as the general public will make the personal decision of whether to attend an event at the OCFEC and/or patronize an OCFEC Business Partner. For the benefit of the public, OCFEC employees and Business Partner employees, handwashing or hand sanitizing should be done as soon as possible following the handling of materials that come in contact with the general public.

5. EVENT ATTENDANCE LIMITATIONS

Attendance at all OCFEC events, including all move-in and move-out activities, must be limited at any given time, to no more than the current maximum attendance levels permitted by all applicable local and state orders or laws.

OCFEC Business Partners must establish and actively enforce measures to monitor and ensure attendance limitation compliance. If an OFCEC Business Partner fails to comply with event attendance limitations, the OCFEC in its sole and absolute discretion may cancel the event without notice and refer the matter to local law enforcement.

6. OCFEC BUSINESS PARTNER COMPLIANCE

OCFEC Business Partners shall make every effort to assure compliance with COVID-19 related mitigation requirements. If an OCFEC Business Partner fails to comply with these COVID-19 Guidelines, the OCFEC in its sole and absolute discretion may close non-compliant event spaces, exhibitor spaces or other such rental spaces, or may cancel the event without notice and refer the matter to local law enforcement.

7. COVID-19 RELEASE AND WAIVER OF LIABILITY

As consideration for being permitted to conduct event activities at the OCFEC, OCFEC Business Partners must acknowledge and agree to all COVID-19 Pandemic and related governmental orders, directives and guidelines, and forever release the 32nd District Agricultural Association, the State, California Fair Services Authority (“CFSA”), the County, the Lessor, and any fair affiliated organization, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively “Releasees”) from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner’s employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner’s participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.

EXHIBIT I – COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

8. EVENT ORGANIZATION PROTOCOLS

Each OCFEC Business Partner must submit event organization-specific COVID-19 related infection mitigation protocols and procedures for OCFEC review and approval no later than thirty (30) days before the event's scheduled move-in date. The OCFEC reserves the right to reject any protocols and procedures that are in conflict with, or are less stringent than, the COVID-19 Guidelines. If the OCFEC rejects the OCFEC Business Partner's COVID-19 related infection mitigation protocols and procedures, the OCFEC Business Partner must resubmit revised infection mitigation protocols and procedures for review no less than fifteen (15) days before the event's scheduled move-in date. If OCFEC Business Partner fails to submit the COVID-19 related infection mitigation protocols and procedures on time, the OCFEC in its sole and absolute discretion may terminate the agreement and cancel the event without notice.

9. FURTHER ACTION AS NECESSARY

The OCFEC reserves the right to modify these COVID-19 Guidelines as circumstances warrant. Specifically, the OCFEC recognizes that additional restrictions not reflected in these guidelines may be necessary to address the health and safety of certain populations depending upon their age or underlying health concerns, or otherwise to address medical issues as they arise.

I HAVE CAREFULLY READ THIS AGREEMENT EXHIBIT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A CONTRACTUAL AGREEMENT BETWEEN MYSELF AND THE 32ND DISTRICT AGRICULTURAL ASSOCIATION, THE STATE, CFSA, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed on _____, 20____

OCFEC BUSINESS PARTNER

_____
Signature

_____
Address

_____
Address

-End Exhibit I-

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev. 03/2019)

R RW A JH F mar

AGREEMENT NUMBER
SA-084-21FT

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
GLOBOTECH USA CORPORATION: DBA: MONSTER DISPLAYS

2. The term of this Agreement is: **06/07/2021** through **07/30/2021** **FED ID:**

3. The maximum amount of this Agreement is: **$35,910.77**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – To provide printing as part of the grant contract with Cal Expo at the OC Fair & Event Center	Page 2
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 3
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 4-7
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 8-11
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 12-14
Exhibit F – OCFEC Megan's Law Screening & Certification Form (Attached hereto as part of this agreement)	Pages 15-16
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 17-18
Exhibit H – Additional Contract Terms & Conditions (Attached hereto as part of this agreement)	Pages 19-23
Exhibit I – COVID-19 Infection Mitigation Protocol & Procedure Guidelines (Attached hereto as part of this agreement)	Pages 24-26

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
Globotech USA Corporation: DBA: Monster Displays

CONTRACTOR AUTHORIZED SIGNATURE | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Maria Data, VP Marketing

CONTRACTOR BUSINESS ADDRESS
18502 NE 5th Avenue, Miami, FL 33179

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND District Agricultural Association/OC Fair & Event Center

AUTHORIZED SIGNATURE | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Michele Richards, Chief Executive Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACT REPRESENTATIVES

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER
Rachelle Weir, Exhibit and Education Supervisor
Phone Number (714) 708-1517

Monster Displays
Maria Data
mdata@globotech.com

CONTRACTOR AGREES:

1. Quantity 20- 10ft x 8ft x 18in Waveline Double-Sided Bombora Display Graphic & Hardware (rounded corners). Includes carry bag.

2. Quantity 1- custom size- 20ft x 12ft x 18in Waveline Double-Sided Bombora Display Graphic & Hardware (rounded corners). Includes carry bag.

3. Quantity 40- 90 degree Waveline Media Single Clamp.

4. Quantity 1- 20ft x 36in Circle Hanging Banner Double- Sided with hanging hardware. Includes carry bag.

5. Quantity 1- H-650 Hang Rotating Motor for circle hanging banner: motor with outlet, 2 RPM.

Price includes taxes, shipping and handling, and any other services. Project delivered by June 25, 2021.

DISTRICT AGREES:

To provide art files for graphics.

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: Dept. 14, Attribute # 23239

PAYMENT PROVISIONS:

Payment will be made Net 30 upon satisfactory completion of services herein required and upon receipt of proper invoice.

Invoice shall be itemized and contain the District's Purchase Order number 50272. Invoice to be sent via email to AP@ocfair.com or mailed as follows:

OC Fair & Event Center
Attn: Accounts Payable
88 Fair Drive
Costa Mesa, CA 92626

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL:**
   This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
   No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
   Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
   Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
   The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR*:***
   Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:
During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:
Time is of the essence in this Agreement.

13. COMPENSATION:
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:
The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)
Page 3 of 4

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC 04/2017 / CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)
Page 2 of 4

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:**
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. **GENDER IDENTITY**:
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)
Page 3 of 4

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)
Page 4 of 4

4. CONTRACTOR NAME CHANGE:
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:
A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION:
Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:
This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS
Page 1 of 3

California Fair Services Authority #19-02

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate – The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. Coverages:

   a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall be not less than **$5,000,000 per occurrence** for Fairtime Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **$5,000,000 per occurrence** for the following types of Motorized Events: automobile races, drifting exhibitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, enduro, pro stock; **$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races; **$3,000,000 per occurrence** for Rodeo Events all types **with a paid gate** and any Rough Stock events; **$2,000,000 per occurrence** for Rodeo Events All Types **without a paid gate** and with any Rough Stock events and for Swap Meets/Flea Markets held two or more times per calendar year; **$2,000,000 per occurrence** for the following Motorized events: car jumping contests/demonstrations of hydraulic modifications to automobiles; **$2,000,000 per occurrence** for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Cannabis Festivals/Trade Shows, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; **$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events**; $1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

   The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the contractor/renter's activities, or business to be conducted under the contract or rental agreement/lease, must be listed in the Certificate of Insurance. If there is a self-insured retention or deductible in the contractor/renter's coverage equal to or in excess of $100,000, the self-insured retention/deductible amount shall be included as part of the Certificate of Insurance. A copy of the contractor/renter's policy declaration page containing this

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)
Page 2 of 3

information as an attachment/exhibit to the Certificate of Insurance will be acceptable, provided it contains all the aforementioned information.

b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than $1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.

c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

d. Medical Malpractice - Medical Malpractice coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving medical services.

e. Liquor Liability - Liquor Liability coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

5. Certificate Holder:
   - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
   - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

B. CFSA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

C. Master Certificates - A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)
Page 3 of 3

performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.

2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.

2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.

3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.

4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

-End Exhibit E-

EXHIBIT F – MEGAN'S LAW SCREENING CERTIFICATION AND LISTING

OC Fair & Event Center

Page 1 of 2

This form must be completed legibly, with all information requested. Typewritten or computer-generated forms or reports may be substituted provided that: all required information is included in columnar form, and the listing report is attached to this form. The certification section must be signed by an authorized representative of the contractor.

Company/Organization Name: _____

Contact Name: _____ **Contact Telephone :**_____

Type of Company/Organization (Circle one):	**Contractor**	**Consultant**	**Concessionaire**
	Entertainer	**Exhibitor**	**Volunteer**

Other/Explanation if Needed: _____

The undersigned represents and warrants that attached to this Megan's Law Screening Certification and Listing is a full, true, correct, complete, and accurate listing of all persons scheduled to work or volunteer for the company/organization identified above ("Contractor") during the annual OC Fair or Imaginology. If any other or additional individuals will be performing work, labor, or services, I understand that my company/organization is required to submit a supplemental listing(s) identifying those individuals.

The undersigned represents and warrants that all persons and individuals performing services on behalf of Contractor, including, but not limited to, its agents, employees, subcontractors, and volunteers have been screened for sex offender registration before each individual commenced work, services, and/or was present at the OCFEC facility. The undersigned represents and warrants that no individual who is a registered sex offender will be assigned or permitted to perform services on behalf of Contractor at or on OCFEC premises.

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless OCFEC from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorney's fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of Contractor's obligations under this Megan's Law Screening Certification and Listing, regardless of responsibility of negligence; by reason of death, injury, property damage, however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Contractor, or any of its employees or agents).

The undersigned represents and warrants that he/she is fully authorized to execute this Megan's Law Screening Certification and Listing on behalf of Contractor.

_____ _____

Company/Organization Representative's Signature Title of Representative

_____ _____

Printed Name Date

EXHIBIT F – MEGAN'S LAW SCREENING CERTIFICATION AND LISTING (CONT.)
OC Fair & Event Center
Page 2 of 2

Megan's Law Screening Listing

Full Name (Last, First Middle)	Full Name (Last, First Middle)

Please duplicate this listing sheet if additional space is required

EXHIBIT G – UNIFORM AND ID PROCEDURES & CERTIFICATION

PROCEDURE 0004: Uniforms for Contractors and their Employees.

PPE (Personal Protective Equipment): Closed-toe shoes and steel toe work shoes/boots where appropriate and other PPE as required by task and OSHA guidelines.

Purpose: To ensure all OCFEC contractors, including employees, are wearing company approved uniforms when present in a working capacity at the OCFEC.

1. Each OCFEC contractor and its respective employees (collectively, "Contractor") shall wear their own company uniform at all times when working on OCFEC property, including without limitation, the Pacific Amphitheatre, The Hangar and Action Sports Arena.

2. A uniform can be a logo T-shirt, polo style shirt or full button down shirt; if a jacket (or outerwear) is also required, the jacket must have the company logo on the front of the jacket. OCFEC will require pre-approval of the company uniform style and logo. The company logo must be highly visible and non-offensive in nature.

3. If a Contractor wears a jacket (or outerwear), the required photo identification must remain visible at all times (Part X – Section A-6, Procedure 0005).

4. If any OCFEC Contractor is not in the proper company uniform, he or she will be asked to leave the OCFEC premises and may not return until he or she is wearing the required uniform.

5. If any OCFEC Contractor violates OCFEC procedures, including this OCFEC Contractor Uniform Policy, OCFEC management will ask the Contractor to permanently replace that employee.

6. Continued lack of support for, or adherence to, OCFEC procedures, including this OCFEC Contractor Uniform Policy, may result in the cancellation of the contract between the OCFEC and contractor.

PROCEDURE 0005: OCFEC Contractors and their Employees wearing identification in the Pacific Amphitheatre, backstage and on OCFEC property.

PPE (Personal Protective Equipment): Break-away OCFEC photo identification card lanyard.

Purpose: To ensure all contractors and their employees are properly wearing required identification in the proper manner.

1. Each OCFEC contractor and its respective employees (collectively, "Contractor") must wear OCFEC approved and supplied photo identification cards around their neck or in another highly visible area at all times while working for the OCFEC. (Note: an additional clip option is available due to work requirements).

2. The OCFEC department Director responsible for the work area will provide a complete list of all Contractors to badging trailer personnel. All Contractors must visit the OCFEC trailer to have their photograph taken and to be provided with their OCFEC photo identification card and a break-away lanyard (and/or clip if requested by the contractor).

3. The OCFEC department Director responsible for the work area will provide a copy of this OCFEC Contractor Photo Identification Procedure to all contractors to review and this OCFEC Contractor Photo Identification Procedure shall be incorporated as part of all OCFEC contracts.
4. Contractors may not access the backstage area of the Pacific Amphitheatre without a backstage pass, which must be pre-approved by the OCFEC department Director and OCFEC Vice President responsible for the work area.

5. All OCFEC department Directors and OCFEC Vice Presidents must forward to the Pacific Amphitheatre backstage Security Manager the name of each OCFEC Contractor that was issued a backstage pass by that Department Director or OCFEC Vice President. Only the Pacific Amphitheatre backstage Security Manager has the authority to provide OCFEC Contractors with Pacific Amphitheatre backstage passes. All Pacific Amphitheatre backstage passes must be worn by the OCFEC Contractor as described above.

6. All Contractors must be courteous and cooperative when at any venue access point, entry, gate or if approached by Security/Law Enforcement for ID inspection.

7. Contractors will be allowed in the Pacific Amphitheatre backstage area only to perform job functions; once the Contractor completes the Contractor's job functions in the Pacific Amphitheatre backstage area, Contractor must immediately leave the area.

8. Contractors not properly wearing required OCFEC identification will be asked to leave, or may be escorted from, the OCFEC property.

9. If any OCFEC Contractor violates OCFEC procedures, including this OCFEC Contractor Photo Identification Procedure, OCFEC management will ask the Contractor to permanently replace that employee.

10. Continued lack of support for, or adherence to, OCFEC procedures, including this OCFEC Contractor Photo Identification Procedure, may result in the cancellation of the contract between the OCFEC and Contractor.

By signing this form, the bidder has read and understood OCFEC's policies above, and is agreeing to follow all procedures.

_____ _____
(Print Name & Title) (Signature)

_____
(Date)

If this status form is not completely filled out, signed and submitted with bidder's response to the IFB, the bid will be rejected as non-responsive.

-End Exhibit G-

EXHIBIT H – ADDITIONAL CONTRACT TERMS AND CONDITIONS

1. AUTHORIZED REPRESENTATIVE

Contractor must maintain one (1) or more English speaking representatives who are authorized to take immediate action and make requested adjustments and/or changes as required by District Management. This person must be identified to the District as the Contractor's authorized representative.

2. LICENSES, PERMITS AND CERTIFICATIONS

Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s), permits(s) and certification(s) required by law or as part of this contract for accomplishing any work required in connection with this agreement. In the event any license(s), permit(s) or certification(s) expire at any time during the term of this contract, Contractor agrees to provide agency a copy of the renewed license(s), permit(s) or certification(s) within thirty (30) days following the expiration date

In the event the Contractor fails to keep in effect at all times all required license(s), permit(s), and certification(s), the District may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

3. SITE ACCESS

District shall allow Contractor access to the District's property as needed. If access is required during annual OC Fair hours, the District will provide necessary admission and parking credentials for the employees performing in service of the contract.

4. INSURANCE

Proof of insurance, meeting the requirements of the State (see Exhibit E) must be made available to the District within fifteen (15) days of contract award. Failure to do so could result in termination of said contract.

5. WORK PERMIT LAW

If Contractor employs youth under the age of eighteen (18) years, he/she is required by law to see that each such employee holds a valid work permit. Contractor is further required to adhere to all applicable child labor laws.

6. PERSONNEL

All Contractor employees are employees of the Contractor and not the District. No agent, servant or employee of the Contractor will under any circumstances be deemed an agent, servant or employee of the District.

The District reserves the sole absolute right to determine, at its discretion, that any person or agent used by Contractor in the performance of the contract shall be excluded from such performance on the grounds that his or her appearance or conduct is detrimental to the District's operation. Determination of these matters by District Management shall be final.

7. POTENTIAL SUBCONTRACTORS/INDEPENDENT CONTRACTORS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any subcontractors/independent contractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations contained herein. The Contractor agrees to be as fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor's obligation to pay its subcontractors/independent contractors is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any subcontractor/independent contractor.

Subcontracting of goods or services must be approved in writing by the District.

ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

8. SUPPLIERS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any suppliers.

The Contractor agrees to be as fully responsible to the District for the acts and omissions of its suppliers and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its suppliers is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any supplier.

9. TRAVEL, TRANSPORTATION AND ACCOMMODATIONS

Contractor is responsible for all necessary travel, fuel, transportation and housing accommodations.

10. INVOICES

Invoices shall be submitted upon completion of services rendered to the District.

All invoices must contain Contractor's invoice number, District-issued Purchase Order (PO) number, detailed work logs and hours by Service Type for the labor required to fulfill these services.

Contractor shall send invoices and any supporting documentation via email to AP@ocfair.com (the District's preferred mechanism) or mail to OC Fair & Event Center, Attn: Accounts Payable, 88 Fair Drive, Costa Mesa, CA 92626.

Upon contract award and throughout the duration of the contract, Contractor shall work with the District to ensure invoicing needs are continually met.

11. PAYMENT

Payments to the Contractor will be made by the 32nd District Agricultural Association and paid in full within 30 days upon satisfactory completion of each event and receipt of proper invoice.

12. PRICING/FINANCIAL PROPOSAL BID FORM

The Financial Proposal Bid Form will be used to develop the "not to exceed" amount of the contract. The estimated quantities provided are based upon historical experience and anticipated future needs, and may change depending upon actual needs/usage. Billing/invoicing will be determined by multiplying actual usage by the Service Type rate as entered on the Financial Proposal Bid Form.

The District may elect to add a contingency line item to accommodate specifications within the scope of the effort, if approved by the District, during the implementation of this contract.

13. MEGAN'S LAW SCREENING

All of Contractor's employees, agents, servants, volunteers, independent contractors and/or employees, agents, servants, volunteers, independent contractors of Contractor's subcontractors who will be performing job related duties on District premises must pass background checks under "Megan's Law" as required by the District's current Megan's Law policy (and as that policy may be amended by the District from time to time), and any other reasonable background checks that may be required by the District as a result of policies adopted by the District's Board of Directors. Contractor will certify in writing that they have conducted the required screening and will indemnify the District for any negligence arising out of or connected with their obligations pertaining to the required screening. Contractor shall not be held liable for the lack of or inaccuracies in reporting made available by the states. A full, true and correct copy of the District's current Megan's Law policy is attached.

ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

14. RIGHT TO REPLACE/DISMISS

Contractor's onsite personnel are subject to approval of the District during the entire term of contracted services. The District has the right, in accordance with applicable law, to require replacement of Contractor's onsite personnel or any member of Contractor's onsite personnel.

If at any time the District determines that any employee, agent or officer of Contractor or of Contractor's permitted subcontractors, is in violation of District policies regarding harassment, discrimination or offensive behavior or Megan's Law, or fails to meet the District's safety and customer service standards, the District may notify Contractor verbally and/or in writing. Contractor will promptly correct the behavior, performance or condition giving rise to the notification described herein to the satisfaction of the District. If Contractor fails to correct the behavior, performance or condition giving rise to the notification described herein, the District may demand that Contractor (or Contractor's subcontractor, as the case may be) cease using said employee at the District's facilities and Contractor (or Contractor's subcontractor, as the case may be) will promptly comply with such request. If the District requests replacement of onsite personnel or any of its members, Contractor must furnish a replacement immediately or as otherwise determined necessary by the District. Nothing contained in this paragraph shall obligate the District to monitor the behavior of Contractor's employees or of Contractor's subcontractor's employees. The District retains the right to review the resumes of all Contractor personnel and confirm compliance.

15. GRATUITIES

Contractor is prohibited from offering any gift or gratuity to employees and/or officers of the 32nd District Agricultural Association, as employees and officers are not permitted to accept them under any circumstances. Contractor and/or Contractor's employees shall not solicit or accept any gifts. This includes cash, tickets, food, drinks, merchandise or any other items from District staff, promoters and/or vendors to perform the functions detailed in this agreement. Any violations of this policy may result in the dismissal of the employee and a performance violation notice issued to the Contractor.

16. EVALUATION OF CONTRACTOR PERFORMANCE

Contractor will be evaluated on their performance, including, but not limited to, Contractor's record of conforming to contract requirements and to standards of good workmanship; Contractor's record of forecasting and controlling costs; Contractor's adherence to contract schedules, including the administrative aspects of performance; Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; Contractor's record of integrity and business ethics, and generally, Contractor's business-like concern for the interest of the District and its customers.

Contractor shall work with District staff to ensure contract compliance, whether by phone, email or in-person meetings, as determined necessary by the District. The District retains the right to notify Contractor of any performance issues at any time for the duration of the contract term. Notification will be provided in writing to Contractor, whereupon Contractor shall have five (5) days to respond to the District's request for compliance. Unless mutually agreed upon otherwise, performance issues shall be corrected within fifteen (15) days of District's notification to Contractor.

Failure to supply equipment and/or personnel as required may result in a notice of default and/or an adjustment to the fees charged for equipment and/or labor.

Contractor may be disqualified from potential bidding opportunities if the District deems Contractor as unresponsive to repeated requests for corrective action.

17. NON-EXCLUSIVE AGREEMENT

Contractor understands and agrees that this is a non-exclusive agreement. The District may hire other contractors for work of a similar or identical nature.

ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

18. TERMINATION

The District reserves the right to terminate any contract at any time with or without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations and/or performances required in the terms of the contract.

19. 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.

20. PHONE NUMBERS

Contractor shall provide the District with phone numbers for their authorized representative(s) and with a 24-hour "On Call" phone number for emergencies.

21. VEHICLES, EQUIPMENT AND SUPPLIES

All vehicles and equipment such as utility carts, trucks, trailers, vans, boom lifts, scissor lifts, pressure washers, back pack blowers, hand trucks, brooms, hoses and pickers and all cleaning supplies such as stripper, detergents, sanitizers, air fresheners and other chemicals shall be owned and/or provided by Contractor. The District will provide consumable paper products, waste receptacles and plastic waste receptacle liners. All vehicles and equipment will be clearly marked with Contractor's company name and/or logo. Equipment shall be in proper operating condition with all guards in place. No equipment shall be left unattended. Equipment and supplies must be stored in designated areas agreed upon by the District. All Safety Data Sheets (SDS) for all chemical-cleaning products used must be on-site accessible by the District, per Global Harmonization System (GHS). Contractor shall take all necessary safety precautions when using vehicles, equipment and cleaning products. Drivers of all vehicles and equipment shall possess a valid driver license and be 18 years of age or older. Street sweepers should be South Coast Air Quality Management District Rule 1186 certified and Rule 1186.1 compliant and no older than 2 years. Contractor shall furnish all necessary labor, supervision, equipment, tools, materials (excluding dumpsters), permits, transportation and insurance in the performance of these specifications.

22. VEHICLE UTILITY CARTS

Contractor may provide utility carts for employees, if necessary, to complete Scope of Work. Carts are not permitted to park in front of buildings or in pathways blocking pedestrian access points. Drivers shall possess a valid driver's license and be 18 years of age or older and abide by all applicable local, State and Federal laws related to cart safety. Weather protection of equipment is the responsibility of the Contractor.

23. VENUE CLEAN-UP

a. Contractor is to keep job site clean daily and upon project completion.
b. Contractor shall sweep and blow all debris daily and upon project completion.
c. Contractor will dump all green waste in the provided 40 yard dumpster on OCFEC grounds.
d. Do not dispose of any construction material or project waste on OCFEC grounds or in OCFEC containers.
e. Contractor is to keep all compound and chemicals out of storm drains & sewers.
f. Contractor will protect ground surfaces from oil and other leaks that may come from service trucks.

ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

Page 5 of 5

24. TELEPHONE NUMBERS

Contractor shall provide the District with a 24-hour "On Call" phone number for emergencies and event schedule changes.

25. PERSONNEL POLICY

All Contractor employees must receive an orientation on the duties they will be required to perform, safety training to ensure employees working with chemicals are familiar with SDS per GHS and harassment training (prior to working). In addition, ongoing customer service training will be required during the term of this contract to educate current employees and new hires. Contractor is required to supply all required training and a schedule of planned training shall be provided to the District at the beginning of every quarter in January, April, July and October. All employees will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property; when entering and while working on the grounds. Badges will have the name visible and worn on the upper right or left torso. All badges must be returned from terminated employees. All other employee badges must be returned on Friday following the end of the OC Fair. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

26. UNIFORMS AND BADGES

Contractor's employees shall be at all times neatly and cleanly uniformed and must meet reasonable prescribed grooming guidelines and appearance standards.
The District requires Contractor's employees to wear badges, identification cards, and/or credentials in a clearly visible location (per attached procedure) while Contractor's employees are on the District's premises. Contractor personnel will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property, when entering and while working on the grounds. Badges shall have the name visible and worn on the upper right or left torso. Badges are specific to each person and are non-transferable. All badges must be returned from terminated employees. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

27. SUBCONTRACTING

Subcontracting of goods or services must be approved in writing, by the District.

28. FIRE REGULATIONS

All fire regulations as prescribed by the State Fire Marshal must be strictly adhered to.

-End Exhibit H-

EXHIBIT I – COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

1 of 3

1. SCOPE

As a result of the worldwide COVID-19 pandemic, the 32nd District Agricultural Association (OCFEC) implemented numerous essential protocols and procedures to protect OCFEC staff, renters, event promoter/producer employees, exhibitors, vendors, contractors, subcontractors, volunteers and members of the public. These protocols and procedures do not supersede or replace any existing orders issued by local governments, the State of California or the Federal Government. The protocol and procedure guidelines (COVID-19 Guidelines) apply equally to all organizations and persons doing business on OCFEC property, both public and private, and all event types, commercial, trade or other, hosted at the OCFEC.

2. SICK, ELDERLY AND VULNERABLE PERSONS

Anyone who feels sick should remain at home. In addition, high-risk persons who are over 65 years of age, or anyone with chronic illness or underlying medical conditions, should continue to follow recommendations to stay at home and limit public interaction.

3. PHYSICAL DISTANCING IN THE WORKPLACE

Physical distancing of a minimum of six (6) feet should be maintained between customer-facing employees and the general public, and – to the extent practical – between employees in the field or at employee workstations. Where isolation of employees in the field or at employee workstations is impractical, face coverings must be worn without exception.

4. HANDWASHING, PERSONAL PROTECTIVE EQUIPMENT, AND TESTING

Renters, event promoters, event producers, exhibitors, vendors, and their respective contractors, subcontractors and volunteers (collectively, “Business Partners”) conducting business at the OCFEC must require all customer-facing employees to either wash their hands or use hand sanitizer every thirty minutes, or wear disposable gloves which are to be changed as frequently as specified by guidelines established for each applicable job assignment. Face coverings must be provided to all employees.

Before starting a shift, all OCFEC employees and all Business Partner employees, must have their temperatures taken and documented, and individual(s) will not be permitted to remain at work if the temperature reading exceeds 100.4 degrees (°) Fahrenheit. Affected individual(s) may only return to work after registering and documenting their temperature reading below 100.4° Fahrenheit for seventy-two (72) consecutive hours.

All OCFEC event attendees, before entering OCFEC premises, must have their temperatures taken and documented. Any OCFEC event attendee with a temperature reading above 100.4° Fahrenheit will not be permitted to attend the event and will be required to immediately leave the OCFEC premises. Paid admission/parking fee refunds will be subject to processing schedule.

All competitive professional and amateur sports participants, including youth sports participants, must be tested for COVID-19 at least one (1) week before the date of the scheduled competition, and will not be permitted to compete if the intended participant tests positive for COVID-19. If the intended participant tests positive for COVID-19, he/she will not be allowed to participate in any activities at the OCFEC until after (i) receiving a negative result on a subsequent COVID-19 test and (ii) satisfying the specified 14-day (or otherwise governmentally specified) COVID-19 quarantine period.

EXHIBIT I – COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

OCFEC Business Partners should make every effort to limit physical touch points at their respective places of business, including at the OCFEC. All OCFEC event promoters must significantly increase frequency of sanitation and disinfection measures at all workstations and equipment that come into contact with OCFEC employees and the general public. All OCFEC Business Partners must assess and identify the frequency of necessary sanitation and disinfection practices, and will review and agree upon a sanitation and disinfection schedule with the OCFEC.

Face coverings and disposable gloves must be worn by all OCFEC Business Partner customer-facing employees. All OCFEC event attendees and visitors must wear appropriate face coverings. Physical barriers, if available, are preferred but not required as the general public will make the personal decision of whether to attend an event at the OCFEC and/or patronize an OCFEC Business Partner. For the benefit of the public, OCFEC employees and Business Partner employees, handwashing or hand sanitizing should be done as soon as possible following the handling of materials that come in contact with the general public.

5. EVENT ATTENDANCE LIMITATIONS

Attendance at all OCFEC events, including all move-in and move-out activities, must be limited at any given time, to no more than the current maximum attendance levels permitted by all applicable local and state orders or laws.

OCFEC Business Partners must establish and actively enforce measures to monitor and ensure attendance limitation compliance. If an OFCEC Business Partner fails to comply with event attendance limitations, the OCFEC in its sole and absolute discretion may cancel the event without notice and refer the matter to local law enforcement.

6. OCFEC BUSINESS PARTNER COMPLIANCE

OCFEC Business Partners shall make every effort to assure compliance with COVID-19 related mitigation requirements. If an OCFEC Business Partner fails to comply with these COVID-19 Guidelines, the OCFEC in its sole and absolute discretion may close non-compliant event spaces, exhibitor spaces or other such rental spaces, or may cancel the event without notice and refer the matter to local law enforcement.

7. COVID-19 RELEASE AND WAIVER OF LIABILITY

As consideration for being permitted to conduct event activities at the OCFEC, OCFEC Business Partners must acknowledge and agree to all COVID-19 Pandemic and related governmental orders, directives and guidelines, and forever release the 32nd District Agricultural Association, the State, California Fair Services Authority (“CFSA”), the County, the Lessor, and any fair affiliated organization, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively “Releasees”) from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner’s employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner’s participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.

EXHIBIT I – COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

Page 3 of 3

8. EVENT ORGANIZATION PROTOCOLS

Each OCFEC Business Partner must submit event organization-specific COVID-19 related infection mitigation protocols and procedures for OCFEC review and approval no later than thirty (30) days before the event's scheduled move-in date. The OCFEC reserves the right to reject any protocols and procedures that are in conflict with, or are less stringent than, the COVID-19 Guidelines. If the OCFEC rejects the OCFEC Business Partner's COVID-19 related infection mitigation protocols and procedures, the OCFEC Business Partner must resubmit revised infection mitigation protocols and procedures for review no less than fifteen (15) days before the event's scheduled move-in date. If OCFEC Business Partner fails to submit the COVID-19 related infection mitigation protocols and procedures on time, the OCFEC in its sole and absolute discretion may terminate the agreement and cancel the event without notice.

9. FURTHER ACTION AS NECESSARY

The OCFEC reserves the right to modify these COVID-19 Guidelines as circumstances warrant. Specifically, the OCFEC recognizes that additional restrictions not reflected in these guidelines may be necessary to address the health and safety of certain populations depending upon their age or underlying health concerns, or otherwise to address medical issues as they arise.

I HAVE CAREFULLY READ THIS AGREEMENT EXHIBIT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A CONTRACTUAL AGREEMENT BETWEEN MYSELF AND THE 32ND DISTRICT AGRICULTURAL ASSOCIATION, THE STATE, CFSA, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed on _____, 20____

OCFEC BUSINESS PARTNER

_____
Signature

_____
Address

_____
Address

-End Exhibit I-

STATE OF CALIFORNIA
STANDARD AGREEMENT **R_____ A_____ F_____**
STD 213 (Rev. 03/2019)

AGREEMENT NUMBER
SA-075-21LS
PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
THERESA VARGAS

2. The term of this Agreement is: 08/03/2021 through 08/16/2021 **FED ID:**

3. The maximum amount of this Agreement is: **$1,200.00**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work **–** Educational Chicken Exhibit at 2021 OC Fair	Pages 2
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 3
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 4 - 7
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 8 – 11
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 12 – 14
Exhibit F – OCFEC Megan's Law Screening & Certification Form (Attached hereto as part of this agreement)	Pages 15 – 16
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 17 – 18
Exhibit H – Additional Contract Terms & Conditions (Attached hereto as part of this agreement)	Pages 19 – 23
Exhibit I – COVID-19 Infection Mitigation Protocol & Procedure Guidelines (Attached hereto as part of this agreement)	Pages 24 - 26

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
THERESA VARGAS

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Theresa Vargas

CONTRACTOR BUSINESS ADDRESS
PO Box 26112, Santa Ana, CA 92799
(714) 580-2827, email: varkoo@yahoo.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND District Agricultural Association/OC Fair & Event Center

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Joan Hamill, Chief Business Development Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK

CONTRACT REPRESENTATIVES
32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER
Evy Young, Agriculture Education Supervisor
Phone Number (714) 708- 1925

THERESA VARGAS
Theresa Vargas
(714) 580-2827

CONTRACTOR AGREES:

A. To provide an educational chicken exhibit in the Livestock area from August 4 – 15, 2021 for the OC Fair.

B. To set up the exhibit on Tuesday, August 3, 2021 at a time to be arranged with the District.

C. To provide staffing, signage, feed, supplies, and equipment necessary to maintain exhibit.

D. To remove the exhibit no earlier than Sunday, August 15, 2021 at 9:00 p.m. Contractor must receive approval from the District prior to tear down.

E. Contractor fee is inclusive of all services rendered as well as all travel and meal expenses incurred during the term of the Agreement.

F. To provide professional, customer friendly service during OC Fair hours and adhere to the District's Standard of Conduct Policies.

G. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.

H. The District reserves the right to terminate any contract at any time without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

DISTRICT AGREES:

A. To provide space for the exhibit in the Livestock area. Final size and location shall be determined by the District.

B. To provide necessary admission credential(s) and parking passes to Contractor.

C. To provide Special Event Liability Insurance (SELI), which will satisfy the General Liability requirement as listed in Exhibit E – Insurance Requirements, and as attached hereto and incorporated herein. Contractor is responsible for providing evidence of coverage for Automobile Liability and/or Workers' Compensation insurance, as applicable.

D. To pay Contractor a total sum not to exceed ONE THOUSAND TWO HUNDRED DOLLARS ($1,200.00) based upon the satisfactory completion of services herein required and receipt of proper invoice. Payment will be Net 30 and delivered via US Mail.

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5100-62

PAYMENT PROVISIONS:

Payment will be made Net 30 upon satisfactory completion of services herein required and upon receipt of proper invoice.

Invoice shall be itemized and contain the District's Purchase Order number. Invoice to be sent via email to AP@ocfair.com or mailed as follows:

OC Fair & Event Center
Attn: Accounts Payable
88 Fair Drive
Costa Mesa, CA 92626

Contractor to receive a total sum not to exceed ONE THOUSAND TWO HUNDRED DOLLARS ($1,200.00) based upon the satisfactory completion of services herein required and receipt of proper invoice. Payment will be Net 30 and delivered via US Mail.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

Page 1 of 4

GTC 04/2017

1. **APPROVAL:**
   This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
   No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
   Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
   Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
   The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR*:***
   Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)
Page 2 of 4

9. RECYCLING CERTIFICATION:
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:
During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:
Time is of the essence in this Agreement.

13. COMPENSATION:
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:
The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)
Page 3 of 4

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC 04/2017 / CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:
Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS:
Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:
   i. the dangers of drug abuse in the workplace;
   ii. the person's or organization's policy of maintaining a drug-free workplace;
   iii. any available counseling, rehabilitation and employee assistance programs; and,
   iv. penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:
   i. receive a copy of the company's drug-free workplace policy statement; and,
   ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)
Page 2 of 4

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:**
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. **GENDER IDENTITY**:
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)
Page 3 of 4

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)
Page 4 of 4

4. CONTRACTOR NAME CHANGE:
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:
A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION:
Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:
This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS
Page 1 of 3

California Fair Services Authority #19-02

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate – The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. Coverages:

   a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall be not less than **$5,000,000 per occurrence** for Fairtime Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **$5,000,000 per occurrence** for the following types of Motorized Events: automobile races, drifting exhibitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, enduro, pro stock; **$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races; **$3,000,000 per occurrence** for Rodeo Events all types **with a paid gate** and any Rough Stock events; **$2,000,000 per occurrence** for Rodeo Events All Types **without a paid gate** and with any Rough Stock events and for Swap Meets/Flea Markets held two or more times per calendar year; **$2,000,000 per occurrence** for the following Motorized events: car jumping contests/demonstrations of hydraulic modifications to automobiles; **$2,000,000 per occurrence** for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Cannabis Festivals/Trade Shows, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; **$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events**; $1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

   The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the contractor/renter's activities, or business to be conducted under the contract or rental agreement/lease, must be listed in the Certificate of Insurance. If there is a self-insured retention or deductible in the contractor/renter's coverage equal to or in excess of $100,000, the self-insured retention/deductible amount shall be included as part of the Certificate of Insurance. A copy of the contractor/renter's policy declaration page containing this

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)
Page 2 of 3

information as an attachment/exhibit to the Certificate of Insurance will be acceptable, provided it contains all the aforementioned information.

b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than $1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.

c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

d. Medical Malpractice - Medical Malpractice coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving medical services.

e. Liquor Liability - Liquor Liability coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

5. Certificate Holder:
   - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
   - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

B. CFSA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

C. Master Certificates - A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)
Page 3 of 3

performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.

2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.

2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.

3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.

4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

-End Exhibit E-

EXHIBIT F – MEGAN'S LAW SCREENING CERTIFICATION AND LISTING

OC Fair & Event Center

Page 1 of 2

This form must be completed legibly, with all information requested. Typewritten or computer-generated forms or reports may be substituted provided that: all required information is included in columnar form, and the listing report is attached to this form. The certification section must be signed by an authorized representative of the contractor.

Company/Organization Name: _____

Contact Name: _____ **Contact Telephone :**_____

Type of Company/Organization (Circle one):	**Contractor**	**Consultant**	**Concessionaire**
	Entertainer	**Exhibitor**	**Volunteer**

Other/Explanation if Needed: _____

The undersigned represents and warrants that attached to this Megan's Law Screening Certification and Listing is a full, true, correct, complete, and accurate listing of all persons scheduled to work or volunteer for the company/organization identified above ("Contractor") during the annual OC Fair or Imaginology. If any other or additional individuals will be performing work, labor, or services, I understand that my company/organization is required to submit a supplemental listing(s) identifying those individuals.

The undersigned represents and warrants that all persons and individuals performing services on behalf of Contractor, including, but not limited to, its agents, employees, subcontractors, and volunteers have been screened for sex offender registration before each individual commenced work, services, and/or was present at the OCFEC facility. The undersigned represents and warrants that no individual who is a registered sex offender will be assigned or permitted to perform services on behalf of Contractor at or on OCFEC premises.

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless OCFEC from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorney's fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of Contractor's obligations under this Megan's Law Screening Certification and Listing, regardless of responsibility of negligence; by reason of death, injury, property damage, however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Contractor, or any of its employees or agents).

The undersigned represents and warrants that he/she is fully authorized to execute this Megan's Law Screening Certification and Listing on behalf of Contractor.

_____ _____

Company/Organization Representative's Signature Title of Representative

_____ _____

Printed Name Date

EXHIBIT F – MEGAN'S LAW SCREENING CERTIFICATION AND LISTING (CONT.)
OC Fair & Event Center
Page 2 of 2

Megan's Law Screening Listing

Full Name (Last, First Middle)	Full Name (Last, First Middle)

Please duplicate this listing sheet if additional space is required

EXHIBIT G – UNIFORM AND ID PROCEDURES & CERTIFICATION

PROCEDURE 0004: Uniforms for Contractors and their Employees.

PPE (Personal Protective Equipment): Closed-toe shoes and steel toe work shoes/boots where appropriate and other PPE as required by task and OSHA guidelines.

Purpose: To ensure all OCFEC contractors, including employees, are wearing company approved uniforms when present in a working capacity at the OCFEC.

1. Each OCFEC contractor and its respective employees (collectively, "Contractor") shall wear their own company uniform at all times when working on OCFEC property, including without limitation, the Pacific Amphitheatre, The Hangar and Action Sports Arena.

2. A uniform can be a logo T-shirt, polo style shirt or full button down shirt; if a jacket (or outerwear) is also required, the jacket must have the company logo on the front of the jacket. OCFEC will require pre-approval of the company uniform style and logo. The company logo must be highly visible and non-offensive in nature.

3. If a Contractor wears a jacket (or outerwear), the required photo identification must remain visible at all times (Part X – Section A-6, Procedure 0005).

4. If any OCFEC Contractor is not in the proper company uniform, he or she will be asked to leave the OCFEC premises and may not return until he or she is wearing the required uniform.

5. If any OCFEC Contractor violates OCFEC procedures, including this OCFEC Contractor Uniform Policy, OCFEC management will ask the Contractor to permanently replace that employee.

6. Continued lack of support for, or adherence to, OCFEC procedures, including this OCFEC Contractor Uniform Policy, may result in the cancellation of the contract between the OCFEC and contractor.

PROCEDURE 0005: OCFEC Contractors and their Employees wearing identification in the Pacific Amphitheatre, backstage and on OCFEC property.

PPE (Personal Protective Equipment): Break-away OCFEC photo identification card lanyard.

Purpose: To ensure all contractors and their employees are properly wearing required identification in the proper manner.

1. Each OCFEC contractor and its respective employees (collectively, "Contractor") must wear OCFEC approved and supplied photo identification cards around their neck or in another highly visible area at all times while working for the OCFEC. (Note: an additional clip option is available due to work requirements).

2. The OCFEC department Director responsible for the work area will provide a complete list of all Contractors to badging trailer personnel. All Contractors must visit the OCFEC trailer to have their photograph taken and to be provided with their OCFEC photo identification card and a break-away lanyard (and/or clip if requested by the contractor).

3. The OCFEC department Director responsible for the work area will provide a copy of this OCFEC Contractor Photo Identification Procedure to all contractors to review and this OCFEC Contractor Photo Identification Procedure shall be incorporated as part of all OCFEC contracts.
4. Contractors may not access the backstage area of the Pacific Amphitheatre without a backstage pass, which must be pre-approved by the OCFEC department Director and OCFEC Vice President responsible for the work area.

5. All OCFEC department Directors and OCFEC Vice Presidents must forward to the Pacific Amphitheatre backstage Security Manager the name of each OCFEC Contractor that was issued a backstage pass by that Department Director or OCFEC Vice President. Only the Pacific Amphitheatre backstage Security Manager has the authority to provide OCFEC Contractors with Pacific Amphitheatre backstage passes. All Pacific Amphitheatre backstage passes must be worn by the OCFEC Contractor as described above.

6. All Contractors must be courteous and cooperative when at any venue access point, entry, gate or if approached by Security/Law Enforcement for ID inspection.

7. Contractors will be allowed in the Pacific Amphitheatre backstage area only to perform job functions; once the Contractor completes the Contractor's job functions in the Pacific Amphitheatre backstage area, Contractor must immediately leave the area.

8. Contractors not properly wearing required OCFEC identification will be asked to leave, or may be escorted from, the OCFEC property.

9. If any OCFEC Contractor violates OCFEC procedures, including this OCFEC Contractor Photo Identification Procedure, OCFEC management will ask the Contractor to permanently replace that employee.

10. Continued lack of support for, or adherence to, OCFEC procedures, including this OCFEC Contractor Photo Identification Procedure, may result in the cancellation of the contract between the OCFEC and Contractor.

By signing this form, the bidder has read and understood OCFEC's policies above, and is agreeing to follow all procedures.

_____ _____
(Print Name & Title) (Signature)

_____
(Date)

If this status form is not completely filled out, signed and submitted with bidder's response to the IFB, the bid will be rejected as non-responsive.

-End Exhibit G-

EXHIBIT H – ADDITIONAL CONTRACT TERMS AND CONDITIONS

1. AUTHORIZED REPRESENTATIVE

Contractor must maintain one (1) or more English speaking representatives who are authorized to take immediate action and make requested adjustments and/or changes as required by District Management. This person must be identified to the District as the Contractor's authorized representative.

2. LICENSES, PERMITS AND CERTIFICATIONS

Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s), permits(s) and certification(s) required by law or as part of this contract for accomplishing any work required in connection with this agreement. In the event any license(s), permit(s) or certification(s) expire at any time during the term of this contract, Contractor agrees to provide agency a copy of the renewed license(s), permit(s) or certification(s) within thirty (30) days following the expiration date

In the event the Contractor fails to keep in effect at all times all required license(s), permit(s), and certification(s), the District may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

3. SITE ACCESS

District shall allow Contractor access to the District's property as needed. If access is required during annual OC Fair hours, the District will provide necessary admission and parking credentials for the employees performing in service of the contract.

4. INSURANCE

Proof of insurance, meeting the requirements of the State (see Exhibit E) must be made available to the District within fifteen (15) days of contract award. Failure to do so could result in termination of said contract.

5. WORK PERMIT LAW

If Contractor employs youth under the age of eighteen (18) years, he/she is required by law to see that each such employee holds a valid work permit. Contractor is further required to adhere to all applicable child labor laws.

6. PERSONNEL

All Contractor employees are employees of the Contractor and not the District. No agent, servant or employee of the Contractor will under any circumstances be deemed an agent, servant or employee of the District.

The District reserves the sole absolute right to determine, at its discretion, that any person or agent used by Contractor in the performance of the contract shall be excluded from such performance on the grounds that his or her appearance or conduct is detrimental to the District's operation. Determination of these matters by District Management shall be final.

7. POTENTIAL SUBCONTRACTORS/INDEPENDENT CONTRACTORS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any subcontractors/independent contractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations contained herein. The Contractor agrees to be as fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor's obligation to pay its subcontractors/independent contractors is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any subcontractor/independent contractor.

Subcontracting of goods or services must be approved in writing by the District.

ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)
Page 2 of 5

8. SUPPLIERS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any suppliers.

The Contractor agrees to be as fully responsible to the District for the acts and omissions of its suppliers and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its suppliers is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any supplier.

9. TRAVEL, TRANSPORTATION AND ACCOMMODATIONS

Contractor is responsible for all necessary travel, fuel, transportation and housing accommodations.

10. INVOICES

Invoices shall be submitted upon completion of services rendered to the District.

All invoices must contain Contractor's invoice number, District-issued Purchase Order (PO) number, detailed work logs and hours by Service Type for the labor required to fulfill these services.

Contractor shall send invoices and any supporting documentation via email to AP@ocfair.com (the District's preferred mechanism) or mail to OC Fair & Event Center, Attn: Accounts Payable, 88 Fair Drive, Costa Mesa, CA 92626.

Upon contract award and throughout the duration of the contract, Contractor shall work with the District to ensure invoicing needs are continually met.

11. PAYMENT

Payments to the Contractor will be made by the 32nd District Agricultural Association and paid in full within 30 days upon satisfactory completion of each event and receipt of proper invoice.

12. PRICING/FINANCIAL PROPOSAL BID FORM

The Financial Proposal Bid Form will be used to develop the "not to exceed" amount of the contract. The estimated quantities provided are based upon historical experience and anticipated future needs, and may change depending upon actual needs/usage. Billing/invoicing will be determined by multiplying actual usage by the Service Type rate as entered on the Financial Proposal Bid Form.

The District may elect to add a contingency line item to accommodate specifications within the scope of the effort, if approved by the District, during the implementation of this contract.

13. MEGAN'S LAW SCREENING

All of Contractor's employees, agents, servants, volunteers, independent contractors and/or employees, agents, servants, volunteers, independent contractors of Contractor's subcontractors who will be performing job related duties on District premises must pass background checks under "Megan's Law" as required by the District's current Megan's Law policy (and as that policy may be amended by the District from time to time), and any other reasonable background checks that may be required by the District as a result of policies adopted by the District's Board of Directors. Contractor will certify in writing that they have conducted the required screening and will indemnify the District for any negligence arising out of or connected with their obligations pertaining to the required screening. Contractor shall not be held liable for the lack of or inaccuracies in reporting made available by the states. A full, true and correct copy of the District's current Megan's Law policy is attached.

ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

14. RIGHT TO REPLACE/DISMISS

Contractor's onsite personnel are subject to approval of the District during the entire term of contracted services. The District has the right, in accordance with applicable law, to require replacement of Contractor's onsite personnel or any member of Contractor's onsite personnel.

If at any time the District determines that any employee, agent or officer of Contractor or of Contractor's permitted subcontractors, is in violation of District policies regarding harassment, discrimination or offensive behavior or Megan's Law, or fails to meet the District's safety and customer service standards, the District may notify Contractor verbally and/or in writing. Contractor will promptly correct the behavior, performance or condition giving rise to the notification described herein to the satisfaction of the District. If Contractor fails to correct the behavior, performance or condition giving rise to the notification described herein, the District may demand that Contractor (or Contractor's subcontractor, as the case may be) cease using said employee at the District's facilities and Contractor (or Contractor's subcontractor, as the case may be) will promptly comply with such request. If the District requests replacement of onsite personnel or any of its members, Contractor must furnish a replacement immediately or as otherwise determined necessary by the District. Nothing contained in this paragraph shall obligate the District to monitor the behavior of Contractor's employees or of Contractor's subcontractor's employees. The District retains the right to review the resumes of all Contractor personnel and confirm compliance.

15. GRATUITIES

Contractor is prohibited from offering any gift or gratuity to employees and/or officers of the 32nd District Agricultural Association, as employees and officers are not permitted to accept them under any circumstances. Contractor and/or Contractor's employees shall not solicit or accept any gifts. This includes cash, tickets, food, drinks, merchandise or any other items from District staff, promoters and/or vendors to perform the functions detailed in this agreement. Any violations of this policy may result in the dismissal of the employee and a performance violation notice issued to the Contractor.

16. EVALUATION OF CONTRACTOR PERFORMANCE

Contractor will be evaluated on their performance, including, but not limited to, Contractor's record of conforming to contract requirements and to standards of good workmanship; Contractor's record of forecasting and controlling costs; Contractor's adherence to contract schedules, including the administrative aspects of performance; Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; Contractor's record of integrity and business ethics, and generally, Contractor's business-like concern for the interest of the District and its customers.

Contractor shall work with District staff to ensure contract compliance, whether by phone, email or in-person meetings, as determined necessary by the District. The District retains the right to notify Contractor of any performance issues at any time for the duration of the contract term. Notification will be provided in writing to Contractor, whereupon Contractor shall have five (5) days to respond to the District's request for compliance. Unless mutually agreed upon otherwise, performance issues shall be corrected within fifteen (15) days of District's notification to Contractor.

Failure to supply equipment and/or personnel as required may result in a notice of default and/or an adjustment to the fees charged for equipment and/or labor.

Contractor may be disqualified from potential bidding opportunities if the District deems Contractor as unresponsive to repeated requests for corrective action.

17. NON-EXCLUSIVE AGREEMENT

Contractor understands and agrees that this is a non-exclusive agreement. The District may hire other contractors for work of a similar or identical nature.

ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)
Page 4 of 5

18. TERMINATION

The District reserves the right to terminate any contract at any time with or without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations and/or performances required in the terms of the contract.

19. 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.

20. PHONE NUMBERS

Contractor shall provide the District with phone numbers for their authorized representative(s) and with a 24-hour "On Call" phone number for emergencies.

21. VEHICLES, EQUIPMENT AND SUPPLIES

All vehicles and equipment such as utility carts, trucks, trailers, vans, boom lifts, scissor lifts, pressure washers, back pack blowers, hand trucks, brooms, hoses and pickers and all cleaning supplies such as stripper, detergents, sanitizers, air fresheners and other chemicals shall be owned and/or provided by Contractor. The District will provide consumable paper products, waste receptacles and plastic waste receptacle liners. All vehicles and equipment will be clearly marked with Contractor's company name and/or logo. Equipment shall be in proper operating condition with all guards in place. No equipment shall be left unattended. Equipment and supplies must be stored in designated areas agreed upon by the District. All Safety Data Sheets (SDS) for all chemical-cleaning products used must be on-site accessible by the District, per Global Harmonization System (GHS). Contractor shall take all necessary safety precautions when using vehicles, equipment and cleaning products. Drivers of all vehicles and equipment shall possess a valid driver license and be 18 years of age or older. Street sweepers should be South Coast Air Quality Management District Rule 1186 certified and Rule 1186.1 compliant and no older than 2 years. Contractor shall furnish all necessary labor, supervision, equipment, tools, materials (excluding dumpsters), permits, transportation and insurance in the performance of these specifications.

22. VEHICLE UTILITY CARTS

Contractor may provide utility carts for employees, if necessary, to complete Scope of Work. Carts are not permitted to park in front of buildings or in pathways blocking pedestrian access points. Drivers shall possess a valid driver's license and be 18 years of age or older and abide by all applicable local, State and Federal laws related to cart safety. Weather protection of equipment is the responsibility of the Contractor.

23. VENUE CLEAN-UP

a. Contractor is to keep job site clean daily and upon project completion.
b. Contractor shall sweep and blow all debris daily and upon project completion.
c. Contractor will dump all green waste in the provided 40 yard dumpster on OCFEC grounds.
d. Do not dispose of any construction material or project waste on OCFEC grounds or in OCFEC containers.
e. Contractor is to keep all compound and chemicals out of storm drains & sewers.
f. Contractor will protect ground surfaces from oil and other leaks that may come from service trucks.

ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)
Page 5 of 5

24. TELEPHONE NUMBERS

Contractor shall provide the District with a 24-hour "On Call" phone number for emergencies and event schedule changes.

25. PERSONNEL POLICY

All Contractor employees must receive an orientation on the duties they will be required to perform, safety training to ensure employees working with chemicals are familiar with SDS per GHS and harassment training (prior to working). In addition, ongoing customer service training will be required during the term of this contract to educate current employees and new hires. Contractor is required to supply all required training and a schedule of planned training shall be provided to the District at the beginning of every quarter in January, April, July and October. All employees will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property; when entering and while working on the grounds. Badges will have the name visible and worn on the upper right or left torso. All badges must be returned from terminated employees. All other employee badges must be returned on Friday following the end of the OC Fair. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

26. UNIFORMS AND BADGES

Contractor's employees shall be at all times neatly and cleanly uniformed and must meet reasonable prescribed grooming guidelines and appearance standards.
The District requires Contractor's employees to wear badges, identification cards, and/or credentials in a clearly visible location (per attached procedure) while Contractor's employees are on the District's premises. Contractor personnel will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property, when entering and while working on the grounds. Badges shall have the name visible and worn on the upper right or left torso. Badges are specific to each person and are non-transferable. All badges must be returned from terminated employees. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

27. SUBCONTRACTING

Subcontracting of goods or services must be approved in writing, by the District.

28. FIRE REGULATIONS

All fire regulations as prescribed by the State Fire Marshal must be strictly adhered to.

-End Exhibit H-

EXHIBIT I – COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

1 of 3

1. SCOPE

As a result of the worldwide COVID-19 pandemic, the 32nd District Agricultural Association (OCFEC) implemented numerous essential protocols and procedures to protect OCFEC staff, renters, event promoter/producer employees, exhibitors, vendors, contractors, subcontractors, volunteers and members of the public. These protocols and procedures do not supersede or replace any existing orders issued by local governments, the State of California or the Federal Government. The protocol and procedure guidelines (COVID-19 Guidelines) apply equally to all organizations and persons doing business on OCFEC property, both public and private, and all event types, commercial, trade or other, hosted at the OCFEC.

2. SICK, ELDERLY AND VULNERABLE PERSONS

Anyone who feels sick should remain at home. In addition, high-risk persons who are over 65 years of age, or anyone with chronic illness or underlying medical conditions, should continue to follow recommendations to stay at home and limit public interaction.

3. PHYSICAL DISTANCING IN THE WORKPLACE

Physical distancing of a minimum of six (6) feet should be maintained between customer-facing employees and the general public, and – to the extent practical – between employees in the field or at employee workstations. Where isolation of employees in the field or at employee workstations is impractical, face coverings must be worn without exception.

4. HANDWASHING, PERSONAL PROTECTIVE EQUIPMENT, AND TESTING

Renters, event promoters, event producers, exhibitors, vendors, and their respective contractors, subcontractors and volunteers (collectively, “Business Partners”) conducting business at the OCFEC must require all customer-facing employees to either wash their hands or use hand sanitizer every thirty minutes, or wear disposable gloves which are to be changed as frequently as specified by guidelines established for each applicable job assignment. Face coverings must be provided to all employees.

Before starting a shift, all OCFEC employees and all Business Partner employees, must have their temperatures taken and documented, and individual(s) will not be permitted to remain at work if the temperature reading exceeds 100.4 degrees (°) Fahrenheit. Affected individual(s) may only return to work after registering and documenting their temperature reading below 100.4° Fahrenheit for seventy-two (72) consecutive hours.

All OCFEC event attendees, before entering OCFEC premises, must have their temperatures taken and documented. Any OCFEC event attendee with a temperature reading above 100.4° Fahrenheit will not be permitted to attend the event and will be required to immediately leave the OCFEC premises. Paid admission/parking fee refunds will be subject to processing schedule.

All competitive professional and amateur sports participants, including youth sports participants, must be tested for COVID-19 at least one (1) week before the date of the scheduled competition, and will not be permitted to compete if the intended participant tests positive for COVID-19. If the intended participant tests positive for COVID-19, he/she will not be allowed to participate in any activities at the OCFEC until after (i) receiving a negative result on a subsequent COVID-19 test and (ii) satisfying the specified 14-day (or otherwise governmentally specified) COVID-19 quarantine period.

EXHIBIT I – COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

OCFEC Business Partners should make every effort to limit physical touch points at their respective places of business, including at the OCFEC. All OCFEC event promoters must significantly increase frequency of sanitation and disinfection measures at all workstations and equipment that come into contact with OCFEC employees and the general public. All OCFEC Business Partners must assess and identify the frequency of necessary sanitation and disinfection practices, and will review and agree upon a sanitation and disinfection schedule with the OCFEC.

Face coverings and disposable gloves must be worn by all OCFEC Business Partner customer-facing employees. All OCFEC event attendees and visitors must wear appropriate face coverings. Physical barriers, if available, are preferred but not required as the general public will make the personal decision of whether to attend an event at the OCFEC and/or patronize an OCFEC Business Partner. For the benefit of the public, OCFEC employees and Business Partner employees, handwashing or hand sanitizing should be done as soon as possible following the handling of materials that come in contact with the general public.

5. EVENT ATTENDANCE LIMITATIONS

Attendance at all OCFEC events, including all move-in and move-out activities, must be limited at any given time, to no more than the current maximum attendance levels permitted by all applicable local and state orders or laws.

OCFEC Business Partners must establish and actively enforce measures to monitor and ensure attendance limitation compliance. If an OFCEC Business Partner fails to comply with event attendance limitations, the OCFEC in its sole and absolute discretion may cancel the event without notice and refer the matter to local law enforcement.

6. OCFEC BUSINESS PARTNER COMPLIANCE

OCFEC Business Partners shall make every effort to assure compliance with COVID-19 related mitigation requirements. If an OCFEC Business Partner fails to comply with these COVID-19 Guidelines, the OCFEC in its sole and absolute discretion may close non-compliant event spaces, exhibitor spaces or other such rental spaces, or may cancel the event without notice and refer the matter to local law enforcement.

7. COVID-19 RELEASE AND WAIVER OF LIABILITY

As consideration for being permitted to conduct event activities at the OCFEC, OCFEC Business Partners must acknowledge and agree to all COVID-19 Pandemic and related governmental orders, directives and guidelines, and forever release the 32nd District Agricultural Association, the State, California Fair Services Authority (“CFSA”), the County, the Lessor, and any fair affiliated organization, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively “Releasees”) from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner’s employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner’s participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.

EXHIBIT I – COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

8. EVENT ORGANIZATION PROTOCOLS

Each OCFEC Business Partner must submit event organization-specific COVID-19 related infection mitigation protocols and procedures for OCFEC review and approval no later than thirty (30) days before the event's scheduled move-in date. The OCFEC reserves the right to reject any protocols and procedures that are in conflict with, or are less stringent than, the COVID-19 Guidelines. If the OCFEC rejects the OCFEC Business Partner's COVID-19 related infection mitigation protocols and procedures, the OCFEC Business Partner must resubmit revised infection mitigation protocols and procedures for review no less than fifteen (15) days before the event's scheduled move-in date. If OCFEC Business Partner fails to submit the COVID-19 related infection mitigation protocols and procedures on time, the OCFEC in its sole and absolute discretion may terminate the agreement and cancel the event without notice.

9. FURTHER ACTION AS NECESSARY

The OCFEC reserves the right to modify these COVID-19 Guidelines as circumstances warrant. Specifically, the OCFEC recognizes that additional restrictions not reflected in these guidelines may be necessary to address the health and safety of certain populations depending upon their age or underlying health concerns, or otherwise to address medical issues as they arise.

I HAVE CAREFULLY READ THIS AGREEMENT EXHIBIT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A CONTRACTUAL AGREEMENT BETWEEN MYSELF AND THE 32ND DISTRICT AGRICULTURAL ASSOCIATION, THE STATE, CFSA, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed on _____, 20____

OCFEC BUSINESS PARTNER

_____
Signature

_____
Address

_____
Address

-End Exhibit I-

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev. 03/2019)

R____ A____ F____

AGREEMENT NUMBER
SA-089-21PA

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
JO KOY ENTERTAINMENT, LLC F/S/O JO KOY

2. The term of this Agreement is: **08/15/2021** through **08/15/2021** **FED ID:**

3. The maximum amount of this Agreement is: **$237,500.00 ($212,500.00 FLAT plus Potential Paid Bonuses) (See Exhibit B for payment details)**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work **– To provide "Jo Koy" at the Pacific Amphitheatre on Sunday, August 15 for the 2021 OC Fair. See Page 2 for additional details.** **Contractor certifies compliance with applicable requirements in the talent agency section of the Labor Code (§271, §272, and §1700.5 - §1700.22).**	Pages 1 – 4
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 5
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 6 – 9
Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement)	Pages 10 – 13
Exhibit E – House Rider/Performance Agreement (Attached hereto as part of this agreement)	Pages 14 – 17
Exhibit F – Pacific Amphitheatre Decibel Level & Sound Covenant (Attached hereto as part of this agreement)	Pages 18 – 19
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 20 – 26
Exhibit I – Covid-19 Infection Mitigation Protocol & Procedure (Attached hereto as part of this agreement)	Pages 27 – 29

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
JO KOY ENTERTAINMENT, LLC F/S/O JO KOY

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
c/o Shannon Casey, Agent or Authorized Signatory

CONTRACTOR BUSINESS ADDRESS
Creative Artists Agency
401 Commerce Street, Penthouse, Nashville, TN 37219
(615) 383-8787

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Michele Richards, Chief Executive Officer or
Joan Hamill, Chief Business Development Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

The Pacific Amphitheatre
Performance Offer

OC Fair & Event Center • 88 Fair Drive • Costa Mesa, CA 92626

This document constitutes a formal Offer to Perform based on the information specified below

Performance		Offer
Headliner	**Jo Koy & Friends**	**$212,500**
Support 1		$0
Support 2		$0

Today's Date	1/31/20	Expiration Date	2/3/20	Revision Date	TBD
Performance Date	8/16/20	Performance Time	TBD	Doors Open	TBD
Support 2 Start	TBD	Support 1 Start	TBD	Headliner Start	TBD
Presale Date	TBD	Public Sale Date	TBD	Curfew	10PM

Agent / Agency Contact Information			
Agent	Shannon Casey	Agency	CAA
Phone	615-383-8787	Email	shannon.casey@caa.com

The Pacific Amphitheatre Contact Information					
Buyer	Lisa Sexton	Email	lsexton@ocfair.com	Phone	714.708.1707
Marketing	Lisa Sexton	Email	lsexton@ocfair.com	Phone	714.708.1707
Production	Ray Woodbury	Email	ray@rkde.net	Phone	909.821.3157
Contracts	Jay Xudan	Email	jxudan@ocfair.com	Phone	323-459-4555
Buys	Jay Xudan	Email	jxudan@ocfair.com	Phone	323-459-4555
Counts	Jay Xudan	Email	jxudan@ocfair.com	Phone	323-459-4555

Ticket Scaling						
Section	Capacity	Comps	ADA Kills	Sellable	Base	Gross Potential
Pit / Circle	469	30	8	431	$66.00	$28,446.00
Orchestra 1	1,750	85	10	1,655	56.00	92,680.00
Orchestra 2	748	85	10	653	46.00	30,038.00
Orchestra 3	0	0	0	0		0.00
Terrace 1	2,798	100	12	2,686	36.00	96,696.00
Terrace 2	2,391	100	12	2,279	26.00	59,254.00
Terrace 3		0	0	0		0.00
Total Per Show	8,156	400	52	7,704		$307,114.00
Ticket Add-Ons						
Source	**Per Ticket**					
Fair Admission	$14.00					
Facility Fee	$5.00					

Projected Performance Expenses			
Headline Guarantee	Shows	Performance Total	Run Total
Headline Guarantee	1	$212,500	$212,500
Support 1 Guarantee	1	0	0
Support 2 Guarantee	1	0	0
House Nut	1	75,500	75,500
Advertising	1	15,000	15,000
Total Costs		$303,000	$303,000

EXHIBIT A – SCOPE OF WORK (CONT.)

I. Performance.

A. Financial terms – $212,500 flat plus (4) $6,250 bonuses at 6,204, 6,704, 7,204 and 7,704 tix paid for Jo Koy & Friends. "Friends" are included in guarantee. Only full price tickets will count toward bonuses, discount tickets will not apply.

1. Offer is "all in" and inclusive of all costs including, but not limited to backline, additional production expense, air and ground transportation and hotel accommodations.

B. Offer is based on the ability arrive at a performance date and time which mutually agreed upon by both Artist and Venue.

C. No additional support is requested for this performance.

1. If the performance must include support, in an effort to reduce the carbon footprint associated with travel, etc., it is requested that appropriate local talent be considered.
2. If support is added, it may be necessary that a change in scaling may be requested to cover that cost.

D. As an agency of the State of California, the Venue is not permitted to provide performance deposits in advance of the performance date.

E. Artist is requested to participate in a pre-performance or post-performance meet & greet as arranged by the venue.

F. Artist is requested to participate in at least one media interview.

G. This offer is for the specified performance only. Any other public event and/or gathering orchestrated by the Artist or the Artist's representatives (e.g., pre-show or post-show upsell meet & greet) is separate from the performance agreement and subject to the Venue costs associated with such a gathering. For the safety and security of the Artist, Artist's representatives, visiting and local production, etc., large scale Artist sponsored meet & greets will not be carried out in the backstage area and are subject to available space. Please advance before initiating any such gathering with guests and/or fans.

1. For every upsell meet & greet offered to the public, Venue requests 1 participant for every 5 Artist upsell guests, and providing all benefits offered to upsell guests.

H. There is a strict 10:00 p.m. curfew imposed by the City of Costa Mesa and the State of California. Artist assumes all financial responsibility and/or other penalties that result from a failure to comply with this curfew.

I. Any income from parking, food and beverage concessions, ticket service charges, suites or box seats, local share of merchandise, etc., will not be shared in settlement.

J. Artists shall adhere to all laws, policies, rules and regulations applicable to the Event.

K. This agreement may not be modified, altered or amended, except by a written instrument signed by both parties.

L. There will be no cash available at settlement. Checks will be written to contracted entities only.

II. Exclusivity.

A. The Pacific Amphitheatre will have market exclusivity for this performance. Should this offer be accepted, there will be no other performances or advertising of other performances by the Artist within a 100 mile radius [this includes Los Angeles, Inland Empire (including Pala, Pechanga and Southern California desert casinos), Northern San Diego County and Orange County] for 180 days before the performance date and extending through the day of the show.

III. Ticketing.

A. Unless running concurrently with the venue presale and pulling from the same ticketing inventory, all fan club presales must end before the venue presales begins.

1. If the Venue fulfills and distributes fan club tickets through venue will call there will be a $3.00 per ticket charge.
2. If Venue fulfills and distributes tickets by mail to individual fan club members, there will be a $10.00 per order charge.
3. Payment for any fan club presale fulfilled through the Box Office will be received Net 20 from the date the fan club presale ends.

B. Headline Artist is allotted 30 Orchestra and 20 Terrace tickets for this performance.

1. Complimentary tickets can be orchestrated through the Box Office on the day of the performance.
2. Artist or Artist representatives must request tickets to be held for potential purchase before the performance goes on presale or public sale. If no request is made, tickets will not be held. Tickets held for this purpose are considered sold. If these tickets have not been purchased within 10 business days before the event, they will be released without notification for public sale.

C. This offer assumes that the complimentary ticket allotments listed are approximate as related to press and promotion and upper limits as related to sponsors, venue, Artist and the OC Fair & Events Center. Tickets allocated as complimentary that are unused will be put back into the system and made available for public purchase with no change to the financial agreement.

D. Purchaser reserves the right to review and revise the ticket scaling in conjunction with the Artist prior to public on-sale. As part of this offer, Purchaser is granted all rights and control over the ticket inventory and ticketing processes (including, without limitation, presales and other sales mechanisms).

E. There will be no alteration of scaling such as "Premium" or "Platinum" without the mutual agreement of both the Venue and the Artist. In a case where price alteration does occur, additional ticket revenue will be divided evenly (50%/50%) between the Venue and the Artist.

F. The number of kills associated with accessible seating is a best estimate. In the event that fewer kills are needed for this purpose, they will be released for sale with no change in financial agreement.

G. Venue may, at its discretion, offer group discounts of up to 20%.

H. Venue may, at its discretion, offer two-for-one tickets to this to its season ticket holders.

I. Venue may, at its discretion, offer discounts of up to 50% to the public through its ticket service provider.

J. Venue may, at its discretion, offer discounts of up to 50% to the public through internet distribution serves such as, but not limited to, Groupon, Goldstar, Living Social, etc.

IV. Production.

A. This offer is predicated on the fact that visiting production will be using in-house production at the Pacific Amphitheatre as described on the production page of the web site: www.pacamp.com/production

1. Password: production

EXHIBIT A – SCOPE OF WORK (CONT.)

B. Any additional gear or service required will be at the sole expense of the Artist. This includes, but is not limited to: specific consoles other than that provided for lighting and audio, backline, transportation, additional riser(s), musicians, video, or additional talent, hotel accommodations, video, etc.

C. Any labor required to make (strike and restore) changes to existing truss system is at the sole expense of the Artist.

D. Artist is welcome to bring additional production equipment, such as monitor systems, FOH console(s), lighting console(s), video walls, and additional lighting fixtures to be added to the pre-existing truss system. The cost of setting up additional equipment will be the sole responsibility of the Artist. Installed lighting system stays in place and will be gridded if artist production is carrying a lighting system to be flown. Artist's system will rig around installed system.

E. If seats are killed as a result of any gear that is brought in specifically for a Pacific Amphitheatre performance, the artist will be charged back the face value of the killed seats plus any refund amount required to relocate guests who have purchased seats that must be killed.

F. Front of stage barricades cannot be added after the performance goes on sale to the public.

G. The house nut includes two trucks of production. Any number beyond that can be charged $2,000.00 per truck.

H. There is a $5,000.00 origination fee, plus any IATSE Local 504 labor, and additional production team costs to video record the performance.

I. One (1) runner will be provided for an event/show. Runner is shared with all artists. Runner will start at load in time. Runner will be relieved no later than 1 hour after show comes down. Runner will be driving a 15 passenger van. Runner works on show day only. Runner has a 15 mile radius to work within. PAC AMP Production reserves the right to provide UBER or LYFT services for evening bus driver or personnel pick ups.

J. Load in no earlier than 9am (9am breakfast / 9:30am Load in) for any event in order to allow for labor turnaround laws.

V. Safety & Security.

A. The safety and security of everyone in attendance at any performance at the Pacific Amphitheatre is of premiere consideration.

1. Non-performers and/or non-stage crew members may not congregate and/or view the performance from the stage, the stage wings, or any other production area.
2. Every person entering the backstage area must expect to be screened (metal detectors included) before entering.
3. Every person entering the backstage area must expect to be identified as someone who belongs there. And, every person granted access must wear visible identification and/or credentials demonstrating access has been verified.
   a. Those not wearing identification will be stopped by backstage security until access can be verified.
4. In order to maximize performer and crew safety, performer sponsored meet & greets will not be permitted in the backstage area. The venue will work toward the creation of an area outside the backstage area, adjacent to the venue, where performers may meet with guests. Holding meet & greets before venue doors open to the public can go a long way toward fulfilling this request.
   a. Artist will be charged back for any onsite VIP upsell opportunity which requires venue resources. This includes, but is not limited to, staffing, equipment and space. If this is not part of the performance agreement, a separate written agreement must be in place before resources can be applied.
   b. Any meet & greet must be advanced with the Production Manager well in advance (minimum of two weeks) of Artist's arrival at the venue.
   c. For every five Artist upsell meet & greet guests, the venue will be granted one additional guest, at no charge, with all the same opportunities as paying guests.
5. Every person entering the backstage production work areas (this includes all areas backstage other than the Artist dressing rooms and Artist dressing room compounds) must wear closed toe shoes and any other protective gear necessary for their function.
6. Every local and visiting crew member must adhere to all safety procedures and use appropriate protective gear at all times.

VI. Merchandise.

A. Venue sells merchandise at a 70/30 split on non-copyright material, and 90/10 on copyright material.

B. Venue may, at its discretion, sell Venue-branded merchandise side by side with Artist merchandise. All revenue from such sales will remain with the Venue.

VII. Catering

1. Catering is capped at $4,000 per event, inclusive of all artists, which may include breakfast, lunch, dinner and dressing room rider. Any catering beyond these parameters, including but not limited to 'after show food' and 'bus stock' will be at the sole expense of the Artist.
2. Alcohol is not provided, but may be purchased in advance through the venues Master Concessionaire. Contact information is available through the Production Manager.
3. Alcohol will not be permitted in any area identified as a working production area. This is essentially the stage and the entire backstage area other than Artist dressing rooms, the catering area, and the specified area in front of the Artist dressing rooms.
   a. These working areas are restricted to essential personnel only.
   b. For the safety and security of the Artist, Artist staff and crew, local staff and crew, the viewing guests and everyone associated with the performance, this area will be monitored by in-house security to ensure proper access.
   c. California State law will be strictly enforced.
   d. The intent is to maintain the full integrity and safety of the production area.
   e. No alcohol, tobacco, clothing or expendables such as batteries, grooming products, candles, flowers, etc. are provided under the catering or dressing room budget.
   f. There are no catering buyouts.

VIII. A. You hereby represent and warrant that you have the full power to enter into this agreement on behalf of the Artist, that the delivery and performance of this Agreement by Artist has been duly authorized, and that the exploration of the rights of The Pacific Amphitheatre / OC Fair & Events Center as permitted herein shall not violate or infringe upon the rights of any other person.

01/31/20

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5790-34

PAYMENT PROVISIONS:

To pay Contractor a total not to exceed amount of TWO HUNDRED THIRTY SEVEN THOUSAND FIVE HUNDRED DOLLARS ($237,500.00) ($212,500 FLAT; $218,750.00 at 6,204 tickets sold; $225,000.00 at 6,704 tickets sold; $231,250.00 at 7,204 tickets sold; $237,500.00 at 7,704 tickets sold) upon satisfactory completion of services herein required on Sunday, August 15, 2021.

The District is not obligated to make any payment to Contractor under the Agreement unless and until Contractor completes all of the work required in this Agreement by Sunday, August 15, 2021, to the satisfaction of the District.

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Sunday, August 15, 2021, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL:**
   This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
   No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
   Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
   Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
   The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR*:***
   Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:
During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:
Time is of the essence in this Agreement.

13. COMPENSATION:
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:
The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE BASED OFF THE SCOPE OF WORK)

CCC-04/2017 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:**
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:**
Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Current State Employees (Pub. Contract Code §10410):
1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):
1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION:**
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **AMERICANS WITH DISABILITIES ACT:**
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. **CONTRACTOR NAME CHANGE:**
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**
   a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

   b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

   c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

6. **RESOLUTION:**
   A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. **AIR OR WATER POLLUTION VIOLATION:**
   Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. **PAYEE DATA RECORD FORM STD. 204:**
   This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES
Each party shall make best efforts to adhere to all starting and ending times as indicated on the contract face.

CURFEW
There is a strict 10:00 pm curfew in effect unless an extension of curfew is approved in writing by the Chief Executive Officer of the District prior to the performance. If this curfew is not adhered to, Contractor may be liable and subject to litigation and fines by the State of California for breach of contract.

PAYMENT
Contractor shall be paid by District check in the amount specified in this agreement immediately upon completion of performance. District shall have no obligation to pay Contractor under this Agreement unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement. At least ten (10) days prior to performance date, Contractor shall submit to District an accurately completed and signed State of California Std. 204 ("Payee Data Record"). Contractor may be subject to applicable California State *non-resident entertainer* withholding taxes by the State of California Franchise Tax Board (FTB). Contractor acknowledges and agrees District is **required** to withhold seven percent (7%) of payments to *nonresident* bands, orchestras, plays, dance teams, circuses, and other performing entities if all payments by the District to Contractor exceed $1,500 for the calendar year. A waiver or reduced amount of withholding can be *initiated by the non-resident entertainer*, using Franchise Tax Board forms. For access to the applicable forms, and for further information, refer to the State of California Franchise Tax Board website, www.ftb.ca.gov and search "Nonresident Entertainment Withholding Procedures." Additional references for information can be found at www.ftb.ca.gov, www.ftb.ca.gov/forms/2008/08_1017.pdf and www.ftb.ca.gov/forms/2012/12_1017.pdf.

Contractor acknowledges and understands that in the event Contractor fails to furnish a completed and signed Payee Data Record to the District prior to the Artist's performance date, the District is required to deduct the *nonresident* seven percent (7%) withholding from Contractor payment. The District is unable to reissue payment checks the day of performance. If Contractor subsequently provides the Payee Data Record to the District showing Contractor is a California resident, the District shall issue a check in the amount of the difference owed and paid Net 10.

PUBLIC ACCESS TO FACILITY
The facility will be open to the public approximately 60 minutes prior to the start of the show. There shall be no exceptions to these stated times. These requirements are necessary to meet safety and crowd control procedures set by the State of California Fire Marshal and the Orange County Sheriff's Department.

DECIBEL LEVEL
Contractor shall comply with all decibel and sound level requirements as detailed in Exhibit F – Pacific Amphitheatre Decibel Level and Sound Covenant.

MEDIA – WEB SITE
The District requests that the Contractor place specific information about the OC Fair on the Artist website only if agreed to by the Artist. Information may include the contracted entertainer's name, date, time of performances at the OC Fair, and a web-link to OC Fair website (www.ocfair.com).

MEDIA – INTERVIEW
The District also requests that the contracted Artist consent to at least one fifteen (15) minute promotional interview with a local radio station, to be selected by the District only if agreed to by the Artist, in advance of their performance at the OC Fair. Please contact the District's Communications Department at (714) 708-1543 to coordinate the interview. The foregoing is subject to Artist's prior approval and availability subject to Artist's management prior approval.

MEDIA – VIDEO
Local affiliates of national television networks, upon issuance of proper District press credentials and prior written approval of Artist's representative, may be allowed to videotape up to three (3) minutes of performance for non-commercial news purposes only and subject to advance with Artist's management. The District actively discourages all non-legitimate videotaping activity.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

MEDIA – STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials subject to Artist's management prior written approval, may be allowed to photograph a portion of the performance at Artist's discretion for local, non-commercial review purposes only, subject to Contractor's approval. The District actively discourages all non-legitimate use of still photography.

SOUND AND LIGHTS

Contractor agrees to use District-provided sound and lighting equipment, except as otherwise provided on the Contract face. District will provide industry standard sound and lighting equipment.

Ray Woodbury of RK Diversified Entertainment Inc. is the Production and Lighting contact:
(909) 821-3157
ray@rkde.net

Gary Hardesty of Sound Media Fusion is the contact regarding specifics for audio systems and dB level limitations:
(818) 482-0193 audiomicro@aol.com

RENTAL EQUIPMENT

The District will upon request, arrange for an independent company to rent any equipment to Contractor that may be required by Contractor in connection with Contractor's performance under this Contract; provided, however, the District will not be responsible for payment of rental equipment, unless otherwise specifically stated in the Contract or as mutually agreed upon in advance.

HOSPITALITY

The District will provide meal service chosen from a District determined menu. District will use Artist's contract rider as a guide, but will be the final determiner of the meal that is served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e. tour bus food service) may be requested by the Artist at the Artist's expense from the on-site caterer. Catering itself will be capped at $3,500.00 versus the cost of Artist's touring personnel staff for meals and dressing room riders, whichever is lower. After show food and bus stock is not provided. The District will not provide alcohol, tobacco, vape and cannabis products, nor will runners be available to secure these items. The OC Fair is a smoke-free event and the use of tobacco, vape and cannabis therein is strictly forbidden. (See attached Exhibit G – OCFEC Procedures)

Unless contracted, costs associated with the tour itself, including, but not limited to such items as hotel accommodations, travel fares, ground transportation, freight costs and backline are the financial responsibility of the Contractor.

Unless contracted, personal Contractor needs, including, but not limited to such items as massage, health care professionals and hairstylists are the financial responsibility of the Contractor. Runners are available on the performance day only and within a 15 mile radius.

MERCHANDISING

All merchandise sales are subject to a commission payable to the District. In the event any merchandise will be sold, please contact the District's Production Office. The Artist/Contractor shall provide the District with advance notification of Artist/Contractor's intent to sell merchandise. Unless otherwise indicated on the Contract face page, merchandising sales are subject to 70%/30% split less tax with the venue selling the merchandise. CD sales will be subject to a 10% commission payable to the District. All merchandise sales are subject to these commission rates or as stated in the face of the Contract. Contractor will be responsible for paying sales tax and, in all instances, the foregoing split shall be paid after deduction of tax.

The District will provide adequate point(s) of sale to be advanced and mutually agreed. If the District is to provide individuals to handle sales transactions, notification to the District MUST be in advance or the District may be unable to provide individuals to handle the sales transactions. In addition to any commission due and owing to the District under the provisions of the Paragraph, Contractor is responsible for all salaries, fees, costs, and expenses incurred by the District in providing personnel responsible for the merchandising sales transaction.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

SPONSORSHIPS

District sponsorships shall not be excluded by Artist/Contractor's sponsorship commitments. District sponsor signage shall be used throughout the venue. District agrees the signage for District's sponsors will not imply or suggest Artist/Contractor endorses the sponsor, its products, or services. Each party shall not receive any revenues from the other party sponsorship agreements. Artists/Contractor's sponsorship signage may be used only upon the prior written consent of the District, not to be unreasonably withheld. Each party shall notify the other party of any potential conflicts related to sponsorships to the extent it is made aware.

The Amphitheatre is eligible for two sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Amphitheatre. The District retains the right to have title and presenting sponsor banners located throughout the Amphitheatre, including the stage area. Such sponsorships shall not interfere with Artist's performance area.

INSURANCE

If Artist's performance involves the active participation of the audience in the act or any hazardous activity is part of the entertainment act, including, but not limited to, pyrotechnics, Contractor shall notify the District and meet all requirements for General Liability coverage as required by the California Fairs Services Authority prior to the performance. No indemnification, hold harmless or additional insured certificate will be provided to Contractor by the District.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers Compensation Insurance for Contractor and Contractor's employees in the amounts and to the extent required by law.

To the extent required by law, Contractor will comply with Section 3700 of the California Labor Code, which requires every employer be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code immediately upon hiring any employee and before commencing the performance of this Agreement.

INDEMNIFICATION

Purchaser and Producer agree to indemnify, defend and hold harmless each other and their officers, employees and agents from and against any liability, loss, expense (including reasonable attorneys' fees) or claim for injury or damages arising out of the performance of this Agreement, but only to the extent resulting from the negligence or willful misconduct of the indemnifying party, its employee or representatives.

MISCELLANEOUS

The performance may be emceed (i.e. "welcomed by") a local market radio station personality, which shall be selected by the District subject to Artist's management approval; however, Artist shall have the right to pre-approve any references to be made with respect to Artist. In no way shall this be considered a "co-promotion" or "presented by" situation. The Contractor will be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall provide materials, including biographical information and photographs, at Artist's management discretion to the District for use in District's promotional and advertising material.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

CONFLICT OF LAWS OR TERMS

NOTWITHSTANDING ANYTHING IN THE ATTACHED ARTIST AGREEMENT, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA BOTH SUBSTANTIVE AND PROCEDURAL AND IN THE CASE OF CONFLICT BETWEEN THE DISTRICT/STATE AGREEMENT AND ARTISTS AGREEMENT, THE DISTRICT/STATE AGREEMENT SHALL PREVAIL IF THE PARTIES CAN NOT MUTUALLY AGREE UPON A RESOLUTION OF THE CONFLICT AND ONLY TO THE EXTENT NECESSARY TO ELIMINATE SUCH CONFLICT.

MOST FAVORED NATIONS

The terms of this Agreement shall be on a most favored nations basis with all other artists performing at the OC Fair in the year of Artist's Performance(s).

FORCE MAJEURE CLAUSE

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, destruction of the Pacific Amphitheatre or the destruction of District's facilities such that the OC Fair is cancelled 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 any performance and neither party shall have any further liabilities and/or obligations in connection therewith. In the event of a multiple show engagement, if such an occurrence shall occur necessitating the cancellation of any show(s), then the Contractor shall be paid on a prorated basis for shows(s) performed.

CONTRACTOR'S POWER AND AUTHORITY

Contractor has the authority to enter into this Agreement and to furnish the services of Artist in connection with the terms and conditions contained herein. If the Artist is not signing and contracting in own name to perform the entertainment services, then the business entity that is signing and contracting to provide the services of the Artist shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation *"f/s/o"* (for the services of) and immediately followed by the name of the performing Artist(s) on the preprinted blank line on the first page.

-End Exhibit E-

EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT

The following limitations on sound generated by events in the Pacific Amphitheater as detailed in Paragraph A below have been established pursuant to litigation in the case of Orange County Fair Preservation Society v. 32nd District Agricultural Association, Orange County Superior Court No. 30-2012-00538751 and cannot be exceeded under any circumstances. Further, in support of the standards in Paragraph A below, the District maintains decibel maximums for sound generated by events as witnessed by listening tests and measurements at various locations within the District property and surrounding housing areas. These restrictions are detailed in Paragraph B below. By entering into the Agreement to provide entertainment at the Pacific Amphitheater, the Contractor specifically agrees to abide by these limits and the directives of the designated Sound Monitor or other designee.

A. Sound Level Standards

Sound Level Standards	
Location of Measurement:	Sound Level:
Residential neighborhoods (housing areas) adjacent to the OC Fair & Event Center	55 dB(A)

The sound levels emanating from the Pacific Amphitheaters shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

B. District-Required Sound Level Requirements

Sound Level Standards	
Location of Measurement:	Sound Pressure Level:
The surrounding housing areas	55 dBA
Pacific Amphitheatre Front of House	100 dB, no weighting

The sound levels emanating from the Pacific Amphitheater shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour, as measured in the housing areas; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour, as measured in the housing areas ; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour, as measured in the housing areas ; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT (CONT.)

Note that the Front of House sound system, stage monitors and band instruments, are all contributors to the environmental noise and fall under this agreement, separately and/or in combination.

Contractor shall be bound by this Decibel Level and Sound Covenant and shall at all times during any pre-concert sound checks and the concert itself, operate within the sound level restrictions. Listening tests and random readings will be taken by the District throughout sound check and performance and Contractor will be advised by the District immediately in the event of any violation(s), whether the violation is based on a housing area listening test (based on the sole professional judgment of the District), a measurement, a complaint, or a combination thereof. Contractor agrees that upon discovery or notification by either the designated Sound Monitor or other designee of any occurrence of sound level exceedance, Contractor shall upon notice by the District immediately adjust the sound level to come into compliance with sound level specifications. The determination of sound level exceedance is at the sole discretion of the District's designated Sound Monitor or other designee.

The Contractor is advised that in the event of any repeated violation(s) of these standards after notice to Contractor, the Contractor may be subject to fines and/or penalties by public agencies other than the District, including federal, state, and/or local governmental or regulatory agencies.

In the event of repeated violations after notice to Contractor, the District may require the Contractor to immediately cease performance.

-End Exhibit F-

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES

PROCEDURE FOR: Visiting Production Management staff and their employees wearing identification in the Pacific Amphitheatre and back stage.

PPE (Personal Protective Equipment): Closed-toe shoes and steel toe work shoes/boots where appropriate and other PPE as required by task and OSHA guidelines.

Purpose: To ensure all visiting production management staff and their employees are properly wearing identification.

Procedure: 0006

1. In advance of any OCFEC show or concert, the visiting production company management must provide the OCFEC house production management with a complete list of all production company employees.

2. The OCFEC house production management team will provide the list of all production company employees to the OCFEC Pacific Amphitheatre back stage security manager, along with the corresponding number of single day passes/silks for that day.

3. The OCFEC security employees will verify the identification of all production company employees entering the OCFEC facility, check each production company employee of the pre-printed list of authorized personnel once that employee enters the facility, and provide that employee with a silk. OCFEC security employees will verify the identity and access authorization of each production company employee at the security checkpoint at the top of the Pacific Amphitheatre load in ramp. (see OCFEC Pacific Amphitheater Loading Ramp Access Procedure)

4. All visiting production team members must wear OCFEC approved and supplied identification on the upper left chest area, and the identification must be highly visible at all times. (typically single day pass/silk)

5. If an individual at the OCFEC security checkpoint are not on the approved list, OCFEC security will contact the visiting production manager. The visiting production manager must visually verify identification and entry authorization for the visiting production manager's employee before the OCFEC will grant that employee access, add that employee's name to the access list, or provide that employee with a single day pass/silk.

6. Visiting production team members that do not wear identification as required in this policy will be asked to leave, or may be escorted from, the Pacific Amphitheatre.

7. If any visiting production company's employee violates OCFEC procedures, including this OCFEC Production Staff Identification Procedure, OCFEC management will ask the visiting production company's representative to permanently replace that employee.

8. Continued lack of support for, or adherence to, OCFEC procedures, including this OCFEC Production Staff Identification Procedure, may result in the cancellation of the contract between the OCFEC and the visiting production company.

9. This procedure will be added to all contracts as an attached addendum.

PROCEDURE FOR: Pacific Amphitheatre Stage use by artists/band members.

PPE (Personal Protective Equipment): None.

Purpose: To ensure the safe use of the Pacific Amphitheatre Main Stage.

Procedure: 0007

1. The use of the main stage is restricted to artists and band members.

2. Public/guests will not be allowed on stage or on stage wings, singular or as a group.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

3. If an artist has a want/need to bring an individual on stage during a performance, the artist must make a written request to the OCFEC at least four hours before the artist's scheduled performance, identifying the individuals and explaining why those individuals require stage access.

4. OCFEC management, Security Manager or Entertainment Director will review the Stage Access Request and the OCFEC management, Security Manager or Entertainment Director will determine, in his or her discretion, whether to grant the requested access after considering all OCFEC safety protocols. While the OCFEC recognizes that stage invitations may be spontaneous, the OCFEC must be provided with prior written notice to ensure the safety of its employees and patrons.

5. This procedure will be added to all contracts as an attached addendum.

PROCEDURE FOR: Pacific Amphitheatre Back Stage Hospitality/Green Room Alcohol Consumption.

PPE (Personal Protective Equipment): None.

Purpose: To ensure alcohol service and consumption is consistent with the OCFEC's Master Concessionaire's liquor license rules and regulations.

Procedure: 0008

1. All alcohol service at the OCFEC must be through the OCFEC's Master Concessionaire at a cash or host bar, and staffed by trained OCFEC or Master Concessionaire employees.

2. Each individual that wants to purchase or consume alcohol in the Pacific Amphitheatre back stage area, including the hospitality room, must be wearing an OCFEC wristband. To obtain an OCFEC wristband, the individual must provide legal identification and verify that he or she is the legal drinking age (21 years or over). The individual must wear the OCFEC wristband on his or her right wrist. Artists and band members performing at the OCFEC that are over the legal drinking age (21 years or over) are not required to comply with the wrist band requirement under this policy.

3. Alcohol consumption in the Pacific Amphitheatre's back stage area will be restricted to the Green Room back of house area, as identified in the attached facility map.

4. OCFEC Security personnel will be appropriately posted to enforce the area procedure. "No Alcohol Beyond this Point" signs will be posted.

5. Artists and band members will be allowed to consume their own alcohol within the confines of their dressing room and the performance area.

6. This procedure will be added to all contracts as an attached addendum.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

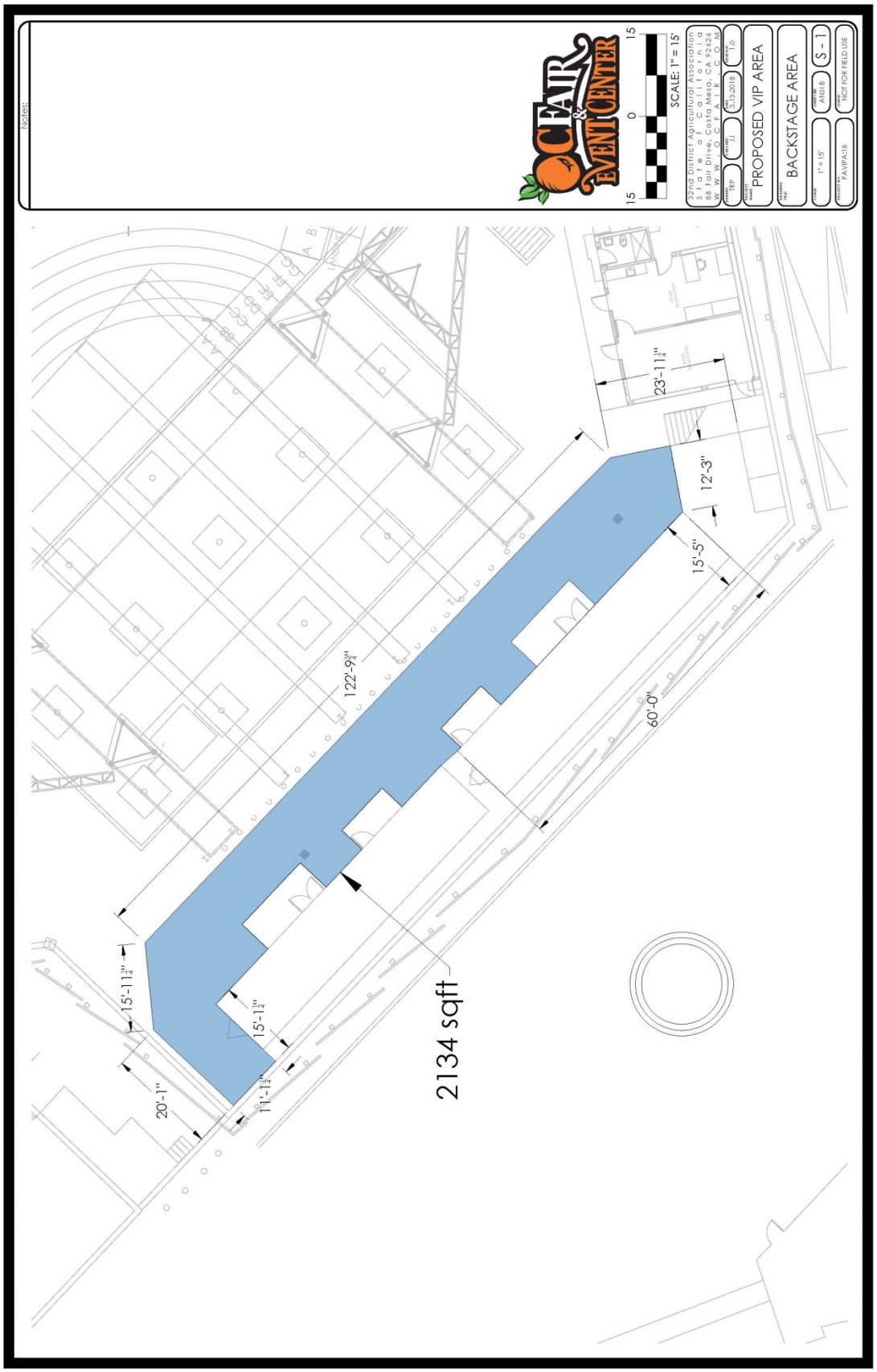


EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

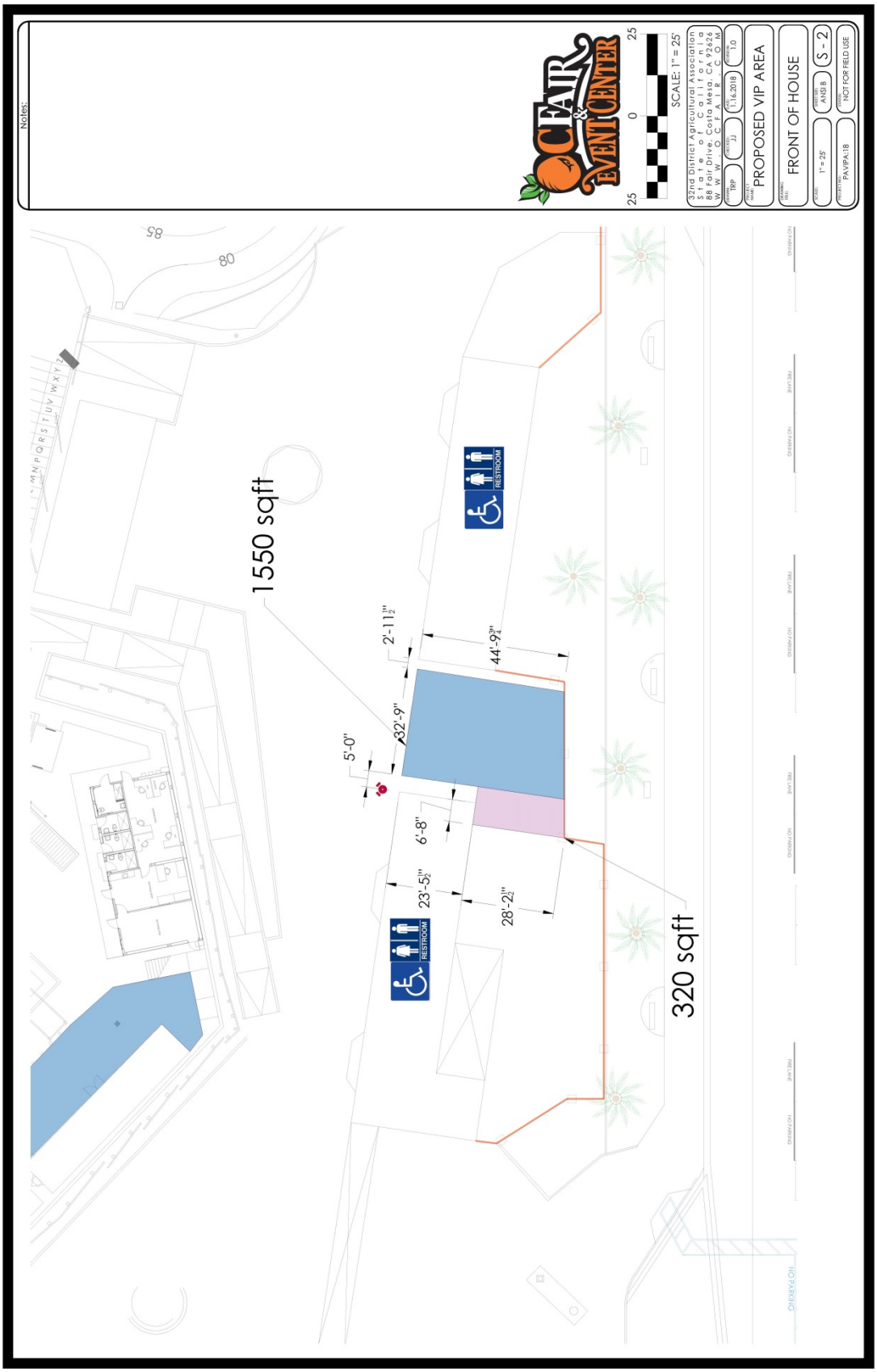


EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

PROCEDURE FOR: The use of Pacific Amphitheatre VIP area and Meet & Greets.

PPE (Personal Protective Equipment): None.

Purpose: To ensure alcohol service and consumption remains in accordance with Master Concessionaire's liquor license rules and regulation.

Procedure: 0009

1. Access to this area is restricted to VIPs, a list will be provided by the visiting Production Manager to OCFEC Pacific Amphitheater Security Manager and Director of Entertainment. (per attached layout)

2. OCFEC security will be posted at the entrance to the VIP area to verify customers' identification and check them off the list.

3. If customers checking in with security are not on the approved list OCFEC security will contact the visiting Production Manager who must physically come to the VIP area for the approval of a person being added to the list.

4. All alcohol service at the OCFEC must be through the OCFEC's Master Concessionaire at a cash or host bar, and staffed by trained OCFEC or Master Concessionaire employees.

5. Each individual that wants to purchase or consume alcohol in the Pacific Amphitheatre back stage area, including the hospitality room, must be wearing an OCFEC wristband. To obtain an OCFEC wristband, the individual must provide legal identification and verify that he or she is the legal drinking age (21 years or over). The individual must wear the OCFEC wristband on his or her right wrist. Artists and band members performing at the OCFEC that are over the legal drinking age (21 years or over) are not required to comply with the wrist band requirement under this policy.

    - Below are examples of Meet & Greets and VIP:

    a) Small (10 – 30 people) - meet & greet with performer(s), performer guests and Fair guests. Usually involves a photo op and sometimes a corresponding signing. Venue guests will queue at a pre-designated spot and meet with the performer one-by-one. Performer guests are generally taken first and often from a different line. Alcohol is not served but guests may purchase alcohol in the concourse. Small meet & greets can be in Orchestra pit/ramp area or other non-backstage area as appropriate or in VIP area.

    b) Medium (31 -49 people) - meet & greet with performer(s), performer guests and Fair guests. Some performers are more open to the M&G option and therefor more people could be in attendance. Same basic format as above. Alcohol is not served but guests may purchase alcohol in the concourse. Medium meet & greets can be in Orchestra pit/ramp area or other non-backstage area as appropriate or in VIP area.

    c) Large (50 – 100 people) "VIP" Upsell meet & greet – fans can purchase the experience either through the performer site, or they can be built into the ticket price. Generally involved a line-up like above but with a lot more people. Experience may also include merchandise and/or a sound check option. Alcohol is not served but guests can purchase alcohol in the concourse. Large meet & greets can be in Orchestra pit/ramp area or other non-backstage area as appropriate or in VIP area.

    d) Large (75 – 150 people) "VIP" meet & greet. This could be an upsell or just friends of the band. This is a gathering more than a funnel of people coming and going. There is typically alcohol involved and the duration is longer than a meet and greet. Depending on the nature of gathering, it could include merchandise or other benefits. These meet & greets will be in VIP area.

6. Meet and greets will be coordinated by the assigned OCFEC Event Coordinator, said coordinator will work with OCFEC Pac Amp security manager and staff. All guests will be on the lists provided.

7. All guests will be given a specific color meet and greet wristband, sticker or other distinguishable identification.

8. The event coordinator will ensure the guests are escorted in and out.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

9. This procedure will be added to all contracts as an attached addendum.

PROCEDURE FOR: Access to the Pacific Amphitheatre through Loading Ramp Security Checkpoint.

PPE (Personal Protective Equipment): None

Purpose: To ensure that all persons and vehicles accessing the Pacific Amphitheatre via the Loading Ramp located on the *West* or *3rd Base* side of the Pacific Amphitheatre are in possession of the appropriate credential, pass or identification card required for entry.

Procedure: 0011

1. Before and during the review of all required access credentials, passes or identification cards, OCFEC security staff shall assure that the Loading Ramp gate remains closed until all steps below are completed.

2. Upon arrival at the OCFEC Pacific Amphitheatre Loading Ramp Security Checkpoint, all guests, whether on foot or in a vehicle, must present to OCFEC security the appropriate credential, pass or identification card for inspection. If no credential, pass or identification card is presented, access will be denied.

3. OCFEC security staff shall contact and coordinate with the Pacific Amphitheatre Production Manager to assist any individual without an appropriate credential, pass or identification card that claims a need to access the Pacific Amphitheatre loading dock area for an authorized purpose. The Pacific Amphitheatre Production Manager must visually confirm the identity of the individual requesting access before granting that access.

4. If an individual presents an acceptable credential, pass or identification card for inspection, or if the Pacific Amphitheatre Production Manager or visiting Production Manager has approved access, the individual, along with his or her belongings, must pass a security inspection to prevent any dangerous, hazardous or other prohibited items from entering the venue. Security inspections include, but are not limited to: Bag or other personal item inspection, walk-thru metal detection devices, and additional hand-held metal detecting devices.

5. After the Pacific Amphitheatre Production Manager or visiting Production Manager has inspected the individual's credential, pass or identification card and approved entry, and after the individual has successfully passed through the Loading Ramp Security inspection checkpoint, that individual will be required to sign and date the Guest Log. **Additional information such as "who authorized entry" shall be confirmed and recorded if guest was not found to be on the pre-authorized guest list.*

6. After the individual has entered the venue on foot or in a vehicle via the Loading Ramp, OCFEC security staff will assure that the Loading Ramp gate is then re-secured to prevent unauthorized access.

7. This procedure will be added to all contracts as an attached addendum.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

ACKNOWLEDGEMENT FORM

NAME OF PROCEDURE(S):

0006 Visiting Production Management staff and their employees wearing identification in the Pacific Amphitheatre and back stage.

0007 Pacific Amphitheatre Stage use by artists/band members.

0008 Pacific Amphitheatre Back Stage Hospitality/Green Room Alcohol Consumption.

0009 The use of Pacific Amphitheatre VIP area and Meet & Greets.

0011 Access to the Pacific Amphitheatre through Loading Ramp Security Checkpoint.

Date trained:_____ **Initial:**_____

I _____ **have read, understand and will follow the above procedure(s).**

Signature:_____

-End Exhibit G-

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

V06042020

1. **SCOPE**
As a result of the worldwide COVID-19 pandemic, the 32nd District Agricultural Association (OCFEC) implemented numerous essential protocols and procedures to protect OCFEC staff, renters, event promoter/producer employees, exhibitors, vendors, contractors, subcontractors, volunteers and members of the public. These protocols and procedures do not supersede or replace any existing orders issued by local governments, the State of California or the Federal Government. The protocol and procedure guidelines (COVID-19 Guidelines) apply equally to all organizations and persons doing business on OCFEC property, both public and private, and all event types, commercial, trade or other, hosted at the OCFEC.

2. **SICK, ELDERLY AND VULNERABLE PERSONS**
Anyone who feels sick should remain at home. In addition, high-risk persons who are over 65 years of age, or anyone with chronic illness or underlying medical conditions, should continue to follow recommendations to stay at home and limit public interaction.

3. **PHYSICAL DISTANCING IN THE WORKPLACE**
Physical distancing of a minimum of six (6) feet should be maintained between customer-facing employees and the general public, and – to the extent practical – between employees in the field or at employee workstations. Where isolation of employees in the field or at employee workstations is impractical, face coverings must be worn without exception.

4. **HANDWASHING, PERSONAL PROTECTIVE EQUIPMENT, AND TESTING**
Renters, event promoters, event producers, exhibitors, vendors, and their respective contractors, subcontractors and volunteers (collectively, “Business Partners”) conducting business at the OCFEC must require all customer-facing employees to either wash their hands or use hand sanitizer every thirty minutes, or wear disposable gloves which are to be changed as frequently as specified by guidelines established for each applicable job assignment. Face coverings must be provided to all employees.

Before starting a shift, all OCFEC employees and all Business Partner employees, must have their temperatures taken and documented, and individual(s) will not be permitted to remain at work if the temperature reading exceeds 100.4 degrees (°) Fahrenheit. Affected individual(s) may only return to work after registering and documenting their temperature reading below 100.4° Fahrenheit for seventy-two (72) consecutive hours.

All OCFEC event attendees, before entering OCFEC premises, must have their temperatures taken and documented. Any OCFEC event attendee with a temperature reading above 100.4° Fahrenheit will not be permitted to attend the event and will be required to immediately leave the OCFEC premises. Paid admission/parking fee refunds will be subject to processing schedule.

All competitive professional and amateur sports participants, including youth sports participants, must be tested for COVID-19 at least one (1) week before the date of the scheduled competition, and will not be permitted to compete if the intended participant tests positive for COVID-19. If the intended participant tests positive for COVID-19, he/she will not be allowed to participate in any activities at the OCFEC until after (i) receiving a negative result on a subsequent COVID-19 test and (ii) satisfying the specified 14-day (or otherwise governmentally specified) COVID-19 quarantine period.

OCFEC Business Partners should make every effort to limit physical touch points at their respective places of business, including at the OCFEC. All OCFEC event promoters must significantly increase frequency of sanitation and disinfection measures at all workstations and equipment that come into contact with OCFEC employees and the general public. All OCFEC Business Partners must assess and identify the frequency of necessary sanitation and disinfection practices, and will review and agree upon a sanitation and disinfection schedule with the OCFEC.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

Face coverings and disposable gloves must be worn by all OCFEC Business Partner customer-facing employees. All OCFEC event attendees and visitors must wear appropriate face coverings. Physical barriers, if available, are preferred but not required as the general public will make the personal decision of whether to attend an event at the OCFEC and/or patronize an OCFEC Business Partner. For the benefit of the public, OCFEC employees and Business Partner employees, handwashing or hand sanitizing should be done as soon as possible following the handling of materials that come in contact with the general public.

5. **EVENT ATTENDANCE LIMITATIONS**

Attendance at all OCFEC events, including all move-in and move-out activities, must be limited at any given time, to no more than the current maximum attendance levels permitted by all applicable local and state orders or laws.

OCFEC Business Partners must establish and actively enforce measures to monitor and ensure attendance limitation compliance. If an OFCEC Business Partner fails to comply with event attendance limitations, the OCFEC in its sole and absolute discretion may cancel the event without notice and refer the matter to local law enforcement.

6. **OCFEC BUSINESS PARTNER COMPLIANCE**

OCFEC Business Partners shall make every effort to assure compliance with COVID-19 related mitigation requirements. If an OCFEC Business Partner fails to comply with these COVID-19 Guidelines, the OCFEC in its sole and absolute discretion may close non-compliant event spaces, exhibitor spaces or other such rental spaces, or may cancel the event without notice and refer the matter to local law enforcement.

7. **COVID-19 RELEASE AND WAIVER OF LIABILITY**

As consideration for being permitted to conduct event activities at the OCFEC, OCFEC Business Partners must acknowledge and agree to all COVID-19 Pandemic and related governmental orders, directives and guidelines, and forever release the 32nd District Agricultural Association, the State, California Fair Services Authority ("CFSA"), the County, the Lessor, and any fair affiliated organization, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner's employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner's participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.

8. **EVENT ORGANIZATION PROTOCOLS**

Each OCFEC Business Partner must submit event organization-specific COVID-19 related infection mitigation protocols and procedures for OCFEC review and approval no later thirty (30) days before the event's scheduled move-in date. The OCFEC reserves the right to reject any protocols and procedures that are in conflict with, or are less stringent than, the COVID-19 Guidelines. If the OCFEC rejects the OCFEC Business Partner's COVID-19 related infection mitigation protocols and procedures, the OCFEC Business Partner must resubmit revised infection mitigation protocols and procedures for review no less than fifteen (15) days before the event's scheduled move-in date. If OCFEC Business Partner fails to submit the COVID-19 related infection mitigation protocols and procedures on time, the OCFEC in its sole and absolute discretion may terminate the agreement and cancel the event without notice.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

9. **FURTHER ACTION AS NECESSARY**

The OCFEC reserves the right to modify these COVID-19 Guidelines as circumstances warrant. Specifically, the OCFEC recognizes that additional restrictions not reflected in these guidelines may be necessary to address the health and safety of certain populations depending upon their age or underlying health concerns, or otherwise to address medical issues as they arise.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

I HAVE CAREFULLY READ THIS AGREEMENT EXHIBIT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A CONTRACTUAL AGREEMENT BETWEEN MYSELF AND THE 32ND DISTRICT AGRICULTURAL ASSOCIATION, THE STATE, CFSA, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed on _____, 20____.

OCFEC BUSINESS PARTNER:

_____
Signature

_____
Address

_____
City State ZIP

-End Exhibit F-

STATE OF CALIFORNIA
STANDARD AGREEMENT **R_____ A_____ F_____**
STD 213 (Rev. 03/2019)

AGREEMENT NUMBER
SA-076-21CF
PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
SCOTT BROS. DAIRY

2. The term of this Agreement is: **07/12/2021** through **08/19/2021** **FED ID:**

3. The maximum amount of this Agreement is: **$0.00**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work **–** To provide dairy exhibit for the OC Fair & Event Center	Pages 2 -4
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 5-6
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 7-10
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 11 - 14
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 15 - 17
Exhibit F – OCFEC Megan's Law Screening & Certification Form (Attached hereto as part of this agreement)	Pages 18 - 19
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 20 - 21
Exhibit H – Additional Contract Terms & Conditions (Attached hereto as part of this agreement)	Pages 22 - 23
Exhibit I – COVID-19 Infection Mitigation Protocol & Procedure Guidelines (Attached hereto as part of this agreement)	Pages 24 - 26

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
SCOTT BROS. DAIRY

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Brad Scott

CONTRACTOR BUSINESS ADDRESS
18051 Gilman Springs Rd., Moreno Valley, CA 92555, Brad@SBDFarms.com, 951-692-5983

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND District Agricultural Association/OC Fair & Event Center

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Joan Hamill, Chief Business Development Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACT REPRESENTATIVES

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER
Evy Young, Supervisor
Phone Number (714) 708-1925

Brad Scott, SCOTT BROS. DAIRY
18051 Gilman Springs Rd., Moreno Valley, CA 92555
Phone: 951-692-5983 (cell)
Email: Brad@SBDFarms.com

SCOPE OF WORK

1. To provide up to four (4) dairy calves for the OC Fair and/or the 2021-2022 tour season (estimated value $600 each) to be used for Centennial Farm educational programs.

2. To provide five (5) dairy cows (estimated value $1,000-$1,200 each) for daily educational milking demonstrations taking place in the Millennium Barn during the 2021 OC Fair. Delivery of cows to take place on Monday, July 12 or Tuesday, July 13. Time to be arranged with Centennial Farm Operations Supervisor.

3. To provide loan of vintage milk truck for Dairy exhibit in the Millennium Barn from July 16 – August 15. Milk truck to be delivered on Monday, July 12 or Tuesday, July 13. Removal of truck to take place on Monday, August 16 or Tuesday, August 17. Time to be arranged with Centennial Farm Operations Supervisor.

4. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening, and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry. (Exhibit F)

5. To provide information to the District for educational signage.

6. The State reserves the right to terminate any contract at any time with or without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the State of further payment, obligations, and/or performances required by the terms of the contract.

DISTRICT AGREES:

1. To provide exhibit space for vintage milk truck in the Millennium Barn.

2. To provide signage with Contractor's name, contact information and educational information.

3. To provide space, feed (alfalfa hay) and bedding for animals.

4. To provide necessary admission credentials and parking passes to Contractor.

5. To provide four (4) house seat tickets for four (4) select Pacific Amphitheater concerts (based on availability), four (4) house seat tickets for four (4) select Hangar and/or Action Sports Arena events (based on availability) and 100 OC Fair tickets as trade.

6. To provide Special Event Liability Insurance (SELI), which will satisfy the General Liability requirement as listed in Exhibit E – Insurance Requirements, and as attached hereto and incorporated herein. Contractor is responsible for providing evidence of coverage for Automobile Liability and/or Workers' Compensation insurance, as applicable.

End Exhibit A

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: N/A

PAYMENT PROVISIONS:

Payment will be made Net 30 upon satisfactory completion of services herein required and upon receipt of proper invoice.

Invoice shall be itemized and contain the District's Purchase Order number. Invoice to be sent via email to AP@ocfair.com or mailed as follows:

OC Fair & Event Center
Attn: Accounts Payable
88 Fair Drive
Costa Mesa, CA 92626

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL:**
   This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
   No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
   Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
   Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
   The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR*:***
   Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:
During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:
Time is of the essence in this Agreement.

13. COMPENSATION:
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:
The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)
Page 3 of 4

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC 04/2017 / CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)
Page 2 of 4

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:**
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. **GENDER IDENTITY**:
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)
Page 3 of 4

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)
Page 4 of 4

4. CONTRACTOR NAME CHANGE:
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:
A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION:
Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:
This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS
Page 1 of 3

California Fair Services Authority #19-02

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate – The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. Coverages:

   a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall be not less than **$5,000,000 per occurrence** for Fairtime Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **$5,000,000 per occurrence** for the following types of Motorized Events: automobile races, drifting exhibitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, enduro, pro stock; **$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races; **$3,000,000 per occurrence** for Rodeo Events all types **with a paid gate** and any Rough Stock events; **$2,000,000 per occurrence** for Rodeo Events All Types **without a paid gate** and with any Rough Stock events and for Swap Meets/Flea Markets held two or more times per calendar year; **$2,000,000 per occurrence** for the following Motorized events: car jumping contests/demonstrations of hydraulic modifications to automobiles; **$2,000,000 per occurrence** for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Cannabis Festivals/Trade Shows, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; **$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events**; $1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

   The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the contractor/renter's activities, or business to be conducted under the contract or rental agreement/lease, must be listed in the Certificate of Insurance. If there is a self-insured retention or deductible in the contractor/renter's coverage equal to or in excess of $100,000, the self-insured retention/deductible amount shall be included as part of the Certificate of Insurance. A copy of the contractor/renter's policy declaration page containing this

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)
Page 2 of 3

information as an attachment/exhibit to the Certificate of Insurance will be acceptable, provided it contains all the aforementioned information.

b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than $1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.

c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

d. Medical Malpractice - Medical Malpractice coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving medical services.

e. Liquor Liability - Liquor Liability coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

5. Certificate Holder:
   - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
   - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

B. CFSA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

C. Master Certificates - A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)
Page 3 of 3

performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.

2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.

2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.

3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.

4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

-End Exhibit E-

EXHIBIT F – MEGAN'S LAW SCREENING CERTIFICATION AND LISTING

OC Fair & Event Center

This form must be completed legibly, with all information requested. Typewritten or computer-generated forms or reports may be substituted provided that: all required information is included in columnar form, and the listing report is attached to this form. The certification section must be signed by an authorized representative of the contractor.

Company/Organization Name: _____

Contact Name: _____ **Contact Telephone :** _____

Type of Company/Organization (Circle one):	**Contractor**	**Consultant**	**Concessionaire**
	Entertainer	**Exhibitor**	**Volunteer**

Other/Explanation if Needed: _____

The undersigned represents and warrants that attached to this Megan's Law Screening Certification and Listing is a full, true, correct, complete, and accurate listing of all persons scheduled to work or volunteer for the company/organization identified above ("Contractor") during the annual OC Fair or Imaginology. If any other or additional individuals will be performing work, labor, or services, I understand that my company/organization is required to submit a supplemental listing(s) identifying those individuals.

The undersigned represents and warrants that all persons and individuals performing services on behalf of Contractor, including, but not limited to, its agents, employees, subcontractors, and volunteers have been screened for sex offender registration before each individual commenced work, services, and/or was present at the OCFEC facility. The undersigned represents and warrants that no individual who is a registered sex offender will be assigned or permitted to perform services on behalf of Contractor at or on OCFEC premises.

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless OCFEC from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorney's fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of Contractor's obligations under this Megan's Law Screening Certification and Listing, regardless of responsibility of negligence; by reason of death, injury, property damage, however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Contractor, or any of its employees or agents).

The undersigned represents and warrants that he/she is fully authorized to execute this Megan's Law Screening Certification and Listing on behalf of Contractor.

_____ _____
Company/Organization Representative's Signature Title of Representative

_____ _____
Printed Name Date

EXHIBIT F – MEGAN'S LAW SCREENING CERTIFICATION AND LISTING (CONT.)
OC Fair & Event Center
Page 2 of 2

Megan's Law Screening Listing

Full Name (Last, First Middle)	Full Name (Last, First Middle)

Please duplicate this listing sheet if additional space is required

EXHIBIT G – UNIFORM AND ID PROCEDURES & CERTIFICATION

PROCEDURE 0004: Uniforms for Contractors and their Employees.

PPE (Personal Protective Equipment): Closed-toe shoes and steel toe work shoes/boots where appropriate and other PPE as required by task and OSHA guidelines.

Purpose: To ensure all OCFEC contractors, including employees, are wearing company approved uniforms when present in a working capacity at the OCFEC.

1. Each OCFEC contractor and its respective employees (collectively, "Contractor") shall wear their own company uniform at all times when working on OCFEC property, including without limitation, the Pacific Amphitheatre, The Hangar and Action Sports Arena.

2. A uniform can be a logo T-shirt, polo style shirt or full button down shirt; if a jacket (or outerwear) is also required, the jacket must have the company logo on the front of the jacket. OCFEC will require pre-approval of the company uniform style and logo. The company logo must be highly visible and non-offensive in nature.

3. If a Contractor wears a jacket (or outerwear), the required photo identification must remain visible at all times (Part X – Section A-6, Procedure 0005).

4. If any OCFEC Contractor is not in the proper company uniform, he or she will be asked to leave the OCFEC premises and may not return until he or she is wearing the required uniform.

5. If any OCFEC Contractor violates OCFEC procedures, including this OCFEC Contractor Uniform Policy, OCFEC management will ask the Contractor to permanently replace that employee.

6. Continued lack of support for, or adherence to, OCFEC procedures, including this OCFEC Contractor Uniform Policy, may result in the cancellation of the contract between the OCFEC and contractor.

PROCEDURE 0005: OCFEC Contractors and their Employees wearing identification in the Pacific Amphitheatre, backstage and on OCFEC property.

PPE (Personal Protective Equipment): Break-away OCFEC photo identification card lanyard.

Purpose: To ensure all contractors and their employees are properly wearing required identification in the proper manner.

1. Each OCFEC contractor and its respective employees (collectively, "Contractor") must wear OCFEC approved and supplied photo identification cards around their neck or in another highly visible area at all times while working for the OCFEC. (Note: an additional clip option is available due to work requirements).

2. The OCFEC department Director responsible for the work area will provide a complete list of all Contractors to badging trailer personnel. All Contractors must visit the OCFEC trailer to have their photograph taken and to be provided with their OCFEC photo identification card and a break-away lanyard (and/or clip if requested by the contractor).

3. The OCFEC department Director responsible for the work area will provide a copy of this OCFEC Contractor Photo Identification Procedure to all contractors to review and this OCFEC Contractor Photo Identification Procedure shall be incorporated as part of all OCFEC contracts.
4. Contractors may not access the backstage area of the Pacific Amphitheatre without a backstage pass, which must be pre-approved by the OCFEC department Director and OCFEC Vice President responsible for the work area.

5. All OCFEC department Directors and OCFEC Vice Presidents must forward to the Pacific Amphitheatre backstage Security Manager the name of each OCFEC Contractor that was issued a backstage pass by that Department Director or OCFEC Vice President. Only the Pacific Amphitheatre backstage Security Manager has the authority to provide OCFEC Contractors with Pacific Amphitheatre backstage passes. All Pacific Amphitheatre backstage passes must be worn by the OCFEC Contractor as described above.

6. All Contractors must be courteous and cooperative when at any venue access point, entry, gate or if approached by Security/Law Enforcement for ID inspection.

7. Contractors will be allowed in the Pacific Amphitheatre backstage area only to perform job functions; once the Contractor completes the Contractor's job functions in the Pacific Amphitheatre backstage area, Contractor must immediately leave the area.

8. Contractors not properly wearing required OCFEC identification will be asked to leave, or may be escorted from, the OCFEC property.

9. If any OCFEC Contractor violates OCFEC procedures, including this OCFEC Contractor Photo Identification Procedure, OCFEC management will ask the Contractor to permanently replace that employee.

10. Continued lack of support for, or adherence to, OCFEC procedures, including this OCFEC Contractor Photo Identification Procedure, may result in the cancellation of the contract between the OCFEC and Contractor.

By signing this form, the bidder has read and understood OCFEC's policies above, and is agreeing to follow all procedures.

_____ _____
(Print Name & Title) (Signature)

_____
(Date)

If this status form is not completely filled out, signed and submitted with bidder's response to the IFB, the bid will be rejected as non-responsive.

-End Exhibit G-

EXHIBIT H – ADDITIONAL CONTRACT TERMS AND CONDITIONS

1. AUTHORIZED REPRESENTATIVE

Contractor must maintain one (1) or more English speaking representatives who are authorized to take immediate action and make requested adjustments and/or changes as required by District Management. This person must be identified to the District as the Contractor's authorized representative.

2. LICENSES, PERMITS AND CERTIFICATIONS

Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s), permits(s) and certification(s) required by law or as part of this contract for accomplishing any work required in connection with this agreement. In the event any license(s), permit(s) or certification(s) expire at any time during the term of this contract, Contractor agrees to provide agency a copy of the renewed license(s), permit(s) or certification(s) within thirty (30) days following the expiration date

In the event the Contractor fails to keep in effect at all times all required license(s), permit(s), and certification(s), the District may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

3. SITE ACCESS

District shall allow Contractor access to the District's property as needed. If access is required during annual OC Fair hours, the District will provide necessary admission and parking credentials for the employees performing in service of the contract.

4. INSURANCE

Proof of insurance, meeting the requirements of the State (see Exhibit E) must be made available to the District within fifteen (15) days of contract award. Failure to do so could result in termination of said contract.

5. WORK PERMIT LAW

If Contractor employs youth under the age of eighteen (18) years, he/she is required by law to see that each such employee holds a valid work permit. Contractor is further required to adhere to all applicable child labor laws.

6. PERSONNEL

All Contractor employees are employees of the Contractor and not the District. No agent, servant or employee of the Contractor will under any circumstances be deemed an agent, servant or employee of the District.

The District reserves the sole absolute right to determine, at its discretion, that any person or agent used by Contractor in the performance of the contract shall be excluded from such performance on the grounds that his or her appearance or conduct is detrimental to the District's operation. Determination of these matters by District Management shall be final.

7. POTENTIAL SUBCONTRACTORS/INDEPENDENT CONTRACTORS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any subcontractors/independent contractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations contained herein. The Contractor agrees to be as fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor's obligation to pay its subcontractors/independent contractors is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any subcontractor/independent contractor.

Subcontracting of goods or services must be approved in writing by the District.

ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

8. SUPPLIERS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any suppliers.

The Contractor agrees to be as fully responsible to the District for the acts and omissions of its suppliers and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its suppliers is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any supplier.

9. TRAVEL, TRANSPORTATION AND ACCOMMODATIONS

Contractor is responsible for all necessary travel, fuel, transportation and housing accommodations.

10. INVOICES

Invoices shall be submitted upon completion of services rendered to the District.

All invoices must contain Contractor's invoice number, District-issued Purchase Order (PO) number, detailed work logs and hours by Service Type for the labor required to fulfill these services.

Contractor shall send invoices and any supporting documentation via email to AP@ocfair.com (the District's preferred mechanism) or mail to OC Fair & Event Center, Attn: Accounts Payable, 88 Fair Drive, Costa Mesa, CA 92626.

Upon contract award and throughout the duration of the contract, Contractor shall work with the District to ensure invoicing needs are continually met.

11. PAYMENT

Payments to the Contractor will be made by the 32nd District Agricultural Association and paid in full within 30 days upon satisfactory completion of each event and receipt of proper invoice.

12. PRICING/FINANCIAL PROPOSAL BID FORM

The Financial Proposal Bid Form will be used to develop the "not to exceed" amount of the contract. The estimated quantities provided are based upon historical experience and anticipated future needs, and may change depending upon actual needs/usage. Billing/invoicing will be determined by multiplying actual usage by the Service Type rate as entered on the Financial Proposal Bid Form.

The District may elect to add a contingency line item to accommodate specifications within the scope of the effort, if approved by the District, during the implementation of this contract.

13. MEGAN'S LAW SCREENING

All of Contractor's employees, agents, servants, volunteers, independent contractors and/or employees, agents, servants, volunteers, independent contractors of Contractor's subcontractors who will be performing job related duties on District premises must pass background checks under "Megan's Law" as required by the District's current Megan's Law policy (and as that policy may be amended by the District from time to time), and any other reasonable background checks that may be required by the District as a result of policies adopted by the District's Board of Directors. Contractor will certify in writing that they have conducted the required screening and will indemnify the District for any negligence arising out of or connected with their obligations pertaining to the required screening. Contractor shall not be held liable for the lack of or inaccuracies in reporting made available by the states. A full, true and correct copy of the District's current Megan's Law policy is attached.

ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

14. RIGHT TO REPLACE/DISMISS

Contractor's onsite personnel are subject to approval of the District during the entire term of contracted services. The District has the right, in accordance with applicable law, to require replacement of Contractor's onsite personnel or any member of Contractor's onsite personnel.

If at any time the District determines that any employee, agent or officer of Contractor or of Contractor's permitted subcontractors, is in violation of District policies regarding harassment, discrimination or offensive behavior or Megan's Law, or fails to meet the District's safety and customer service standards, the District may notify Contractor verbally and/or in writing. Contractor will promptly correct the behavior, performance or condition giving rise to the notification described herein to the satisfaction of the District. If Contractor fails to correct the behavior, performance or condition giving rise to the notification described herein, the District may demand that Contractor (or Contractor's subcontractor, as the case may be) cease using said employee at the District's facilities and Contractor (or Contractor's subcontractor, as the case may be) will promptly comply with such request. If the District requests replacement of onsite personnel or any of its members, Contractor must furnish a replacement immediately or as otherwise determined necessary by the District. Nothing contained in this paragraph shall obligate the District to monitor the behavior of Contractor's employees or of Contractor's subcontractor's employees. The District retains the right to review the resumes of all Contractor personnel and confirm compliance.

15. GRATUITIES

Contractor is prohibited from offering any gift or gratuity to employees and/or officers of the 32nd District Agricultural Association, as employees and officers are not permitted to accept them under any circumstances. Contractor and/or Contractor's employees shall not solicit or accept any gifts. This includes cash, tickets, food, drinks, merchandise or any other items from District staff, promoters and/or vendors to perform the functions detailed in this agreement. Any violations of this policy may result in the dismissal of the employee and a performance violation notice issued to the Contractor.

16. EVALUATION OF CONTRACTOR PERFORMANCE

Contractor will be evaluated on their performance, including, but not limited to, Contractor's record of conforming to contract requirements and to standards of good workmanship; Contractor's record of forecasting and controlling costs; Contractor's adherence to contract schedules, including the administrative aspects of performance; Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; Contractor's record of integrity and business ethics, and generally, Contractor's business-like concern for the interest of the District and its customers.

Contractor shall work with District staff to ensure contract compliance, whether by phone, email or in-person meetings, as determined necessary by the District. The District retains the right to notify Contractor of any performance issues at any time for the duration of the contract term. Notification will be provided in writing to Contractor, whereupon Contractor shall have five (5) days to respond to the District's request for compliance. Unless mutually agreed upon otherwise, performance issues shall be corrected within fifteen (15) days of District's notification to Contractor.

Failure to supply equipment and/or personnel as required may result in a notice of default and/or an adjustment to the fees charged for equipment and/or labor.

Contractor may be disqualified from potential bidding opportunities if the District deems Contractor as unresponsive to repeated requests for corrective action.

17. NON-EXCLUSIVE AGREEMENT

Contractor understands and agrees that this is a non-exclusive agreement. The District may hire other contractors for work of a similar or identical nature.

ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

18. TERMINATION

The District reserves the right to terminate any contract at any time with or without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations and/or performances required in the terms of the contract.

19. 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.

20. PHONE NUMBERS

Contractor shall provide the District with phone numbers for their authorized representative(s) and with a 24-hour "On Call" phone number for emergencies.

21. VEHICLES, EQUIPMENT AND SUPPLIES

All vehicles and equipment such as utility carts, trucks, trailers, vans, boom lifts, scissor lifts, pressure washers, back pack blowers, hand trucks, brooms, hoses and pickers and all cleaning supplies such as stripper, detergents, sanitizers, air fresheners and other chemicals shall be owned and/or provided by Contractor. The District will provide consumable paper products, waste receptacles and plastic waste receptacle liners. All vehicles and equipment will be clearly marked with Contractor's company name and/or logo. Equipment shall be in proper operating condition with all guards in place. No equipment shall be left unattended. Equipment and supplies must be stored in designated areas agreed upon by the District. All Safety Data Sheets (SDS) for all chemical-cleaning products used must be on-site accessible by the District, per Global Harmonization System (GHS). Contractor shall take all necessary safety precautions when using vehicles, equipment and cleaning products. Drivers of all vehicles and equipment shall possess a valid driver license and be 18 years of age or older. Street sweepers should be South Coast Air Quality Management District Rule 1186 certified and Rule 1186.1 compliant and no older than 2 years. Contractor shall furnish all necessary labor, supervision, equipment, tools, materials (excluding dumpsters), permits, transportation and insurance in the performance of these specifications.

22. VEHICLE UTILITY CARTS

Contractor may provide utility carts for employees, if necessary, to complete Scope of Work. Carts are not permitted to park in front of buildings or in pathways blocking pedestrian access points. Drivers shall possess a valid driver's license and be 18 years of age or older and abide by all applicable local, State and Federal laws related to cart safety. Weather protection of equipment is the responsibility of the Contractor.

23. VENUE CLEAN-UP

a. Contractor is to keep job site clean daily and upon project completion.
b. Contractor shall sweep and blow all debris daily and upon project completion.
c. Contractor will dump all green waste in the provided 40 yard dumpster on OCFEC grounds.
d. Do not dispose of any construction material or project waste on OCFEC grounds or in OCFEC containers.
e. Contractor is to keep all compound and chemicals out of storm drains & sewers.
f. Contractor will protect ground surfaces from oil and other leaks that may come from service trucks.

ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

24. TELEPHONE NUMBERS

Contractor shall provide the District with a 24-hour "On Call" phone number for emergencies and event schedule changes.

25. PERSONNEL POLICY

All Contractor employees must receive an orientation on the duties they will be required to perform, safety training to ensure employees working with chemicals are familiar with SDS per GHS and harassment training (prior to working). In addition, ongoing customer service training will be required during the term of this contract to educate current employees and new hires. Contractor is required to supply all required training and a schedule of planned training shall be provided to the District at the beginning of every quarter in January, April, July and October. All employees will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property; when entering and while working on the grounds. Badges will have the name visible and worn on the upper right or left torso. All badges must be returned from terminated employees. All other employee badges must be returned on Friday following the end of the OC Fair. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

26. UNIFORMS AND BADGES

Contractor's employees shall be at all times neatly and cleanly uniformed and must meet reasonable prescribed grooming guidelines and appearance standards.
The District requires Contractor's employees to wear badges, identification cards, and/or credentials in a clearly visible location (per attached procedure) while Contractor's employees are on the District's premises. Contractor personnel will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property, when entering and while working on the grounds. Badges shall have the name visible and worn on the upper right or left torso. Badges are specific to each person and are non-transferable. All badges must be returned from terminated employees. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

27. SUBCONTRACTING

Subcontracting of goods or services must be approved in writing, by the District.

28. FIRE REGULATIONS

All fire regulations as prescribed by the State Fire Marshal must be strictly adhered to.

-End Exhibit H-

EXHIBIT I – COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

1. SCOPE

As a result of the worldwide COVID-19 pandemic, the 32nd District Agricultural Association (OCFEC) implemented numerous essential protocols and procedures to protect OCFEC staff, renters, event promoter/producer employees, exhibitors, vendors, contractors, subcontractors, volunteers and members of the public. These protocols and procedures do not supersede or replace any existing orders issued by local governments, the State of California or the Federal Government. The protocol and procedure guidelines (COVID-19 Guidelines) apply equally to all organizations and persons doing business on OCFEC property, both public and private, and all event types, commercial, trade or other, hosted at the OCFEC.

2. SICK, ELDERLY AND VULNERABLE PERSONS

Anyone who feels sick should remain at home. In addition, high-risk persons who are over 65 years of age, or anyone with chronic illness or underlying medical conditions, should continue to follow recommendations to stay at home and limit public interaction.

3. PHYSICAL DISTANCING IN THE WORKPLACE

Physical distancing of a minimum of six (6) feet should be maintained between customer-facing employees and the general public, and – to the extent practical – between employees in the field or at employee workstations. Where isolation of employees in the field or at employee workstations is impractical, face coverings must be worn without exception.

4. HANDWASHING, PERSONAL PROTECTIVE EQUIPMENT, AND TESTING

Renters, event promoters, event producers, exhibitors, vendors, and their respective contractors, subcontractors and volunteers (collectively, “Business Partners”) conducting business at the OCFEC must require all customer-facing employees to either wash their hands or use hand sanitizer every thirty minutes, or wear disposable gloves which are to be changed as frequently as specified by guidelines established for each applicable job assignment. Face coverings must be provided to all employees.

Before starting a shift, all OCFEC employees and all Business Partner employees, must have their temperatures taken and documented, and individual(s) will not be permitted to remain at work if the temperature reading exceeds 100.4 degrees (°) Fahrenheit. Affected individual(s) may only return to work after registering and documenting their temperature reading below 100.4° Fahrenheit for seventy-two (72) consecutive hours.

All OCFEC event attendees, before entering OCFEC premises, must have their temperatures taken and documented. Any OCFEC event attendee with a temperature reading above 100.4° Fahrenheit will not be permitted to attend the event and will be required to immediately leave the OCFEC premises. Paid admission/parking fee refunds will be subject to processing schedule.

All competitive professional and amateur sports participants, including youth sports participants, must be tested for COVID-19 at least one (1) week before the date of the scheduled competition, and will not be permitted to compete if the intended participant tests positive for COVID-19. If the intended participant tests positive for COVID-19, he/she will not be allowed to participate in any activities at the OCFEC until after (i) receiving a negative result on a subsequent COVID-19 test and (ii) satisfying the specified 14-day (or otherwise governmentally specified) COVID-19 quarantine period.

EXHIBIT I – COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

OCFEC Business Partners should make every effort to limit physical touch points at their respective places of business, including at the OCFEC. All OCFEC event promoters must significantly increase frequency of sanitation and disinfection measures at all workstations and equipment that come into contact with OCFEC employees and the general public. All OCFEC Business Partners must assess and identify the frequency of necessary sanitation and disinfection practices, and will review and agree upon a sanitation and disinfection schedule with the OCFEC.

Face coverings and disposable gloves must be worn by all OCFEC Business Partner customer-facing employees. All OCFEC event attendees and visitors must wear appropriate face coverings. Physical barriers, if available, are preferred but not required as the general public will make the personal decision of whether to attend an event at the OCFEC and/or patronize an OCFEC Business Partner. For the benefit of the public, OCFEC employees and Business Partner employees, handwashing or hand sanitizing should be done as soon as possible following the handling of materials that come in contact with the general public.

5. EVENT ATTENDANCE LIMITATIONS

Attendance at all OCFEC events, including all move-in and move-out activities, must be limited at any given time, to no more than the current maximum attendance levels permitted by all applicable local and state orders or laws.

OCFEC Business Partners must establish and actively enforce measures to monitor and ensure attendance limitation compliance. If an OFCEC Business Partner fails to comply with event attendance limitations, the OCFEC in its sole and absolute discretion may cancel the event without notice and refer the matter to local law enforcement.

6. OCFEC BUSINESS PARTNER COMPLIANCE

OCFEC Business Partners shall make every effort to assure compliance with COVID-19 related mitigation requirements. If an OCFEC Business Partner fails to comply with these COVID-19 Guidelines, the OCFEC in its sole and absolute discretion may close non-compliant event spaces, exhibitor spaces or other such rental spaces, or may cancel the event without notice and refer the matter to local law enforcement.

7. COVID-19 RELEASE AND WAIVER OF LIABILITY

As consideration for being permitted to conduct event activities at the OCFEC, OCFEC Business Partners must acknowledge and agree to all COVID-19 Pandemic and related governmental orders, directives and guidelines, and forever release the 32nd District Agricultural Association, the State, California Fair Services Authority (“CFSA”), the County, the Lessor, and any fair affiliated organization, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively “Releasees”) from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner’s employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner’s participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.

EXHIBIT I – COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

8. EVENT ORGANIZATION PROTOCOLS

Each OCFEC Business Partner must submit event organization-specific COVID-19 related infection mitigation protocols and procedures for OCFEC review and approval no later than thirty (30) days before the event's scheduled move-in date. The OCFEC reserves the right to reject any protocols and procedures that are in conflict with, or are less stringent than, the COVID-19 Guidelines. If the OCFEC rejects the OCFEC Business Partner's COVID-19 related infection mitigation protocols and procedures, the OCFEC Business Partner must resubmit revised infection mitigation protocols and procedures for review no less than fifteen (15) days before the event's scheduled move-in date. If OCFEC Business Partner fails to submit the COVID-19 related infection mitigation protocols and procedures on time, the OCFEC in its sole and absolute discretion may terminate the agreement and cancel the event without notice.

9. FURTHER ACTION AS NECESSARY

The OCFEC reserves the right to modify these COVID-19 Guidelines as circumstances warrant. Specifically, the OCFEC recognizes that additional restrictions not reflected in these guidelines may be necessary to address the health and safety of certain populations depending upon their age or underlying health concerns, or otherwise to address medical issues as they arise.

I HAVE CAREFULLY READ THIS AGREEMENT EXHIBIT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A CONTRACTUAL AGREEMENT BETWEEN MYSELF AND THE 32ND DISTRICT AGRICULTURAL ASSOCIATION, THE STATE, CFSA, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed on _____, 20____

OCFEC BUSINESS PARTNER

_____
Signature

_____
Address

_____
Address

-End Exhibit I-

STATE OF CALIFORNIA
STANDARD AGREEMENT R_____ A_____ F_____
STD 213 (Rev. 03/2019)

AGREEMENT NUMBER
SA-077-21CF

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
The Regents of the University of California c/o UCCE Orange County Master Gardeners AND Master Food Preservers

2. The term of this Agreement is: **07/12/2021** through **08/16/2021** **FED ID:**

3. The maximum amount of this Agreement is: **$0.00**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work **–** To provide gardening and food preservation information for the OC Fair & Event Center	Pages 2 -4
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 5-6
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 7-10
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 11 - 14
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 15 - 17
Exhibit F – OCFEC Megan's Law Screening & Certification Form (Attached hereto as part of this agreement)	Pages 18 - 19
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 20 - 21
Exhibit H – Additional Contract Terms & Conditions (Attached hereto as part of this agreement)	Pages 22 - 23
Exhibit I – COVID-19 Infection Mitigation Protocol & Procedure Guidelines (Attached hereto as part of this agreement)	Pages 24 - 26

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
The Regents of the University of California c/o UCCE Orange County Master Gardeners AND Master Food Preservers

CONTRACTOR AUTHORIZED SIGNATURE | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Dr. Darren Haver, Director

CONTRACTOR BUSINESS ADDRESS
7601 Irvine Boulevard, Irvine, CA 92618, 949-653-1810, email: dlhaver@ucanr.edu

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND District Agricultural Association/OC Fair & Event Center

AUTHORIZED SIGNATURE | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Joan Hamill, Chief Business Development Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

CONTRACT REPRESENTATIVES

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER
Evy Young, Supervisor
Phone Number (714) 708-1925

The Regents of the University of California
c/o UCCE Orange County Master Gardeners AND Master Food Preservers
Dr. Darren Haver, Director, Office: 949-653-1810, Email: dlhaver@ucanr.edu
Randy Musser, UCCE OC Master Gardener Coordinator, Office: 949-653-1808, Email: remusser@ucanr.edu
Colleen Clemens, UCCE OC MFP Coordinator, Mobile: 949-466-9890, Email: cmclemens@ucanr.edu

SCOPE OF WORK

1. To provide an exhibit to educate the public about general gardening and food preservation information at the 2021 OC Fair, with the following programs in the following areas and dates: Master Gardener Program, exhibit location-Centennial Farm, dates: 7/12 – 8/16, from 10:00 a.m. to 8:00 p.m., Wednesday through Sunday. Master Food Preserver Program, exhibit location-OC Promenade, dates: 7/12 – 8/16, from 10:00 a.m. to 8:00 p.m., Wednesday through Sunday.

2. To provide to the District by Monday, June 14, 2021, Contractor's exhibit staffing schedule, including names, dates and time slots.

3. To provide proof of insurance (Exhibit E).

4. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have all been processed through Megan's Law screening and each certified by the Contractor not to be a registered sex offender per the Megan's Law registry (Exhibit F).

5. The District reserves the right to terminate any contract at any time with or without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

DISTRICT AGREES:

1. To provide space for programs at Centennial Farm (Master Gardeners), and OC Promenade (Master Food Preservers). Set-up can begin week of July 12, times to be coordinated with department coordinators, with tear-down taking place on Monday, August 16.

2. To provide signage and promotion of the programs.

3. To provide necessary admission credentials and parking passes to Contractor.

End Exhibit A

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: N/A

PAYMENT PROVISIONS:

Payment will be made Net 30 upon satisfactory completion of services herein required and upon receipt of proper invoice.

Invoice shall be itemized and contain the District's Purchase Order number. Invoice to be sent via email to AP@ocfair.com or mailed as follows:

OC Fair & Event Center
Attn: Accounts Payable
88 Fair Drive
Costa Mesa, CA 92626

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

Page 1 of 4

GTC 04/2017

1. **APPROVAL:**
   This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
   No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
   Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
   Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
   The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR*:***
   Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)
Page 2 of 4

9. RECYCLING CERTIFICATION:
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:
During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:
Time is of the essence in this Agreement.

13. COMPENSATION:
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:
The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)
Page 3 of 4

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC 04/2017 / CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)
Page 2 of 4

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:**
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. **GENDER IDENTITY**:
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)
Page 3 of 4

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

4. CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority #19-02

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate – The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. Coverages:

   a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall be not less than **$5,000,000 per occurrence** for Fairtime Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **$5,000,000 per occurrence** for the following types of Motorized Events: automobile races, drifting exhibitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, enduro, pro stock; **$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races; **$3,000,000 per occurrence** for Rodeo Events all types **with a paid gate** and any Rough Stock events; **$2,000,000 per occurrence** for Rodeo Events All Types **without a paid gate** and with any Rough Stock events and for Swap Meets/Flea Markets held two or more times per calendar year; **$2,000,000 per occurrence** for the following Motorized events: car jumping contests/demonstrations of hydraulic modifications to automobiles; **$2,000,000 per occurrence** for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Cannabis Festivals/Trade Shows, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; **$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events**; $1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

   The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the contractor/renter's activities, or business to be conducted under the contract or rental agreement/lease, must be listed in the Certificate of Insurance. If there is a self-insured retention or deductible in the contractor/renter's coverage equal to or in excess of $100,000, the self-insured retention/deductible amount shall be included as part of the Certificate of Insurance. A copy of the contractor/renter's policy declaration page containing this

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)
Page 2 of 3

information as an attachment/exhibit to the Certificate of Insurance will be acceptable, provided it contains all the aforementioned information.

b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than $1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.

c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

d. Medical Malpractice - Medical Malpractice coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving medical services.

e. Liquor Liability - Liquor Liability coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

5. Certificate Holder:
   - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
   - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

B. CFSA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

C. Master Certificates - A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)
Page 3 of 3

performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.

2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.

2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.

3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.

4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

-End Exhibit E-

EXHIBIT F – MEGAN'S LAW SCREENING CERTIFICATION AND LISTING

OC Fair & Event Center

This form must be completed legibly, with all information requested. Typewritten or computer-generated forms or reports may be substituted provided that: all required information is included in columnar form, and the listing report is attached to this form. The certification section must be signed by an authorized representative of the contractor.

Company/Organization Name: _____

Contact Name: _____ **Contact Telephone :**_____

Type of Company/Organization (Circle one): **Contractor** **Consultant** **Concessionaire** **Entertainer** **Exhibitor** **Volunteer**

Other/Explanation if Needed: _____

The undersigned represents and warrants that attached to this Megan's Law Screening Certification and Listing is a full, true, correct, complete, and accurate listing of all persons scheduled to work or volunteer for the company/organization identified above ("Contractor") during the annual OC Fair or Imaginology. If any other or additional individuals will be performing work, labor, or services, I understand that my company/organization is required to submit a supplemental listing(s) identifying those individuals.

The undersigned represents and warrants that all persons and individuals performing services on behalf of Contractor, including, but not limited to, its agents, employees, subcontractors, and volunteers have been screened for sex offender registration before each individual commenced work, services, and/or was present at the OCFEC facility. The undersigned represents and warrants that no individual who is a registered sex offender will be assigned or permitted to perform services on behalf of Contractor at or on OCFEC premises.

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless OCFEC from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorney's fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of Contractor's obligations under this Megan's Law Screening Certification and Listing, regardless of responsibility of negligence; by reason of death, injury, property damage, however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Contractor, or any of its employees or agents).

The undersigned represents and warrants that he/she is fully authorized to execute this Megan's Law Screening Certification and Listing on behalf of Contractor.

_____ _____
Company/Organization Representative's Signature Title of Representative

_____ _____
Printed Name Date

EXHIBIT F – MEGAN'S LAW SCREENING CERTIFICATION AND LISTING (CONT.)
OC Fair & Event Center
Page 2 of 2

Megan's Law Screening Listing

Full Name (Last, First Middle)	Full Name (Last, First Middle)

Please duplicate this listing sheet if additional space is required

EXHIBIT G – UNIFORM AND ID PROCEDURES & CERTIFICATION

PROCEDURE 0004: Uniforms for Contractors and their Employees.

PPE (Personal Protective Equipment): Closed-toe shoes and steel toe work shoes/boots where appropriate and other PPE as required by task and OSHA guidelines.

Purpose: To ensure all OCFEC contractors, including employees, are wearing company approved uniforms when present in a working capacity at the OCFEC.

1. Each OCFEC contractor and its respective employees (collectively, "Contractor") shall wear their own company uniform at all times when working on OCFEC property, including without limitation, the Pacific Amphitheatre, The Hangar and Action Sports Arena.

2. A uniform can be a logo T-shirt, polo style shirt or full button down shirt; if a jacket (or outerwear) is also required, the jacket must have the company logo on the front of the jacket. OCFEC will require pre-approval of the company uniform style and logo. The company logo must be highly visible and non-offensive in nature.

3. If a Contractor wears a jacket (or outerwear), the required photo identification must remain visible at all times (Part X – Section A-6, Procedure 0005).

4. If any OCFEC Contractor is not in the proper company uniform, he or she will be asked to leave the OCFEC premises and may not return until he or she is wearing the required uniform.

5. If any OCFEC Contractor violates OCFEC procedures, including this OCFEC Contractor Uniform Policy, OCFEC management will ask the Contractor to permanently replace that employee.

6. Continued lack of support for, or adherence to, OCFEC procedures, including this OCFEC Contractor Uniform Policy, may result in the cancellation of the contract between the OCFEC and contractor.

PROCEDURE 0005: OCFEC Contractors and their Employees wearing identification in the Pacific Amphitheatre, backstage and on OCFEC property.

PPE (Personal Protective Equipment): Break-away OCFEC photo identification card lanyard.

Purpose: To ensure all contractors and their employees are properly wearing required identification in the proper manner.

1. Each OCFEC contractor and its respective employees (collectively, "Contractor") must wear OCFEC approved and supplied photo identification cards around their neck or in another highly visible area at all times while working for the OCFEC. (Note: an additional clip option is available due to work requirements).

2. The OCFEC department Director responsible for the work area will provide a complete list of all Contractors to badging trailer personnel. All Contractors must visit the OCFEC trailer to have their photograph taken and to be provided with their OCFEC photo identification card and a break-away lanyard (and/or clip if requested by the contractor).

3. The OCFEC department Director responsible for the work area will provide a copy of this OCFEC Contractor Photo Identification Procedure to all contractors to review and this OCFEC Contractor Photo Identification Procedure shall be incorporated as part of all OCFEC contracts.
4. Contractors may not access the backstage area of the Pacific Amphitheatre without a backstage pass, which must be pre-approved by the OCFEC department Director and OCFEC Vice President responsible for the work area.

5. All OCFEC department Directors and OCFEC Vice Presidents must forward to the Pacific Amphitheatre backstage Security Manager the name of each OCFEC Contractor that was issued a backstage pass by that Department Director or OCFEC Vice President. Only the Pacific Amphitheatre backstage Security Manager has the authority to provide OCFEC Contractors with Pacific Amphitheatre backstage passes. All Pacific Amphitheatre backstage passes must be worn by the OCFEC Contractor as described above.

6. All Contractors must be courteous and cooperative when at any venue access point, entry, gate or if approached by Security/Law Enforcement for ID inspection.

7. Contractors will be allowed in the Pacific Amphitheatre backstage area only to perform job functions; once the Contractor completes the Contractor's job functions in the Pacific Amphitheatre backstage area, Contractor must immediately leave the area.

8. Contractors not properly wearing required OCFEC identification will be asked to leave, or may be escorted from, the OCFEC property.

9. If any OCFEC Contractor violates OCFEC procedures, including this OCFEC Contractor Photo Identification Procedure, OCFEC management will ask the Contractor to permanently replace that employee.

10. Continued lack of support for, or adherence to, OCFEC procedures, including this OCFEC Contractor Photo Identification Procedure, may result in the cancellation of the contract between the OCFEC and Contractor.

By signing this form, the bidder has read and understood OCFEC's policies above, and is agreeing to follow all procedures.

_____ _____
(Print Name & Title) (Signature)

_____
(Date)

If this status form is not completely filled out, signed and submitted with bidder's response to the IFB, the bid will be rejected as non-responsive.

-End Exhibit G-

EXHIBIT H – ADDITIONAL CONTRACT TERMS AND CONDITIONS

1. AUTHORIZED REPRESENTATIVE

Contractor must maintain one (1) or more English speaking representatives who are authorized to take immediate action and make requested adjustments and/or changes as required by District Management. This person must be identified to the District as the Contractor's authorized representative.

2. LICENSES, PERMITS AND CERTIFICATIONS

Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s), permits(s) and certification(s) required by law or as part of this contract for accomplishing any work required in connection with this agreement. In the event any license(s), permit(s) or certification(s) expire at any time during the term of this contract, Contractor agrees to provide agency a copy of the renewed license(s), permit(s) or certification(s) within thirty (30) days following the expiration date

In the event the Contractor fails to keep in effect at all times all required license(s), permit(s), and certification(s), the District may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

3. SITE ACCESS

District shall allow Contractor access to the District's property as needed. If access is required during annual OC Fair hours, the District will provide necessary admission and parking credentials for the employees performing in service of the contract.

4. INSURANCE

Proof of insurance, meeting the requirements of the State (see Exhibit E) must be made available to the District within fifteen (15) days of contract award. Failure to do so could result in termination of said contract.

5. WORK PERMIT LAW

If Contractor employs youth under the age of eighteen (18) years, he/she is required by law to see that each such employee holds a valid work permit. Contractor is further required to adhere to all applicable child labor laws.

6. PERSONNEL

All Contractor employees are employees of the Contractor and not the District. No agent, servant or employee of the Contractor will under any circumstances be deemed an agent, servant or employee of the District.

The District reserves the sole absolute right to determine, at its discretion, that any person or agent used by Contractor in the performance of the contract shall be excluded from such performance on the grounds that his or her appearance or conduct is detrimental to the District's operation. Determination of these matters by District Management shall be final.

7. POTENTIAL SUBCONTRACTORS/INDEPENDENT CONTRACTORS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any subcontractors/independent contractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations contained herein. The Contractor agrees to be as fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor's obligation to pay its subcontractors/independent contractors is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any subcontractor/independent contractor.

Subcontracting of goods or services must be approved in writing by the District.

ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

8. SUPPLIERS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any suppliers.

The Contractor agrees to be as fully responsible to the District for the acts and omissions of its suppliers and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its suppliers is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any supplier.

9. TRAVEL, TRANSPORTATION AND ACCOMMODATIONS

Contractor is responsible for all necessary travel, fuel, transportation and housing accommodations.

10. INVOICES

Invoices shall be submitted upon completion of services rendered to the District.

All invoices must contain Contractor's invoice number, District-issued Purchase Order (PO) number, detailed work logs and hours by Service Type for the labor required to fulfill these services.

Contractor shall send invoices and any supporting documentation via email to AP@ocfair.com (the District's preferred mechanism) or mail to OC Fair & Event Center, Attn: Accounts Payable, 88 Fair Drive, Costa Mesa, CA 92626.

Upon contract award and throughout the duration of the contract, Contractor shall work with the District to ensure invoicing needs are continually met.

11. PAYMENT

Payments to the Contractor will be made by the 32nd District Agricultural Association and paid in full within 30 days upon satisfactory completion of each event and receipt of proper invoice.

12. PRICING/FINANCIAL PROPOSAL BID FORM

The Financial Proposal Bid Form will be used to develop the "not to exceed" amount of the contract. The estimated quantities provided are based upon historical experience and anticipated future needs, and may change depending upon actual needs/usage. Billing/invoicing will be determined by multiplying actual usage by the Service Type rate as entered on the Financial Proposal Bid Form.

The District may elect to add a contingency line item to accommodate specifications within the scope of the effort, if approved by the District, during the implementation of this contract.

13. MEGAN'S LAW SCREENING

All of Contractor's employees, agents, servants, volunteers, independent contractors and/or employees, agents, servants, volunteers, independent contractors of Contractor's subcontractors who will be performing job related duties on District premises must pass background checks under "Megan's Law" as required by the District's current Megan's Law policy (and as that policy may be amended by the District from time to time), and any other reasonable background checks that may be required by the District as a result of policies adopted by the District's Board of Directors. Contractor will certify in writing that they have conducted the required screening and will indemnify the District for any negligence arising out of or connected with their obligations pertaining to the required screening. Contractor shall not be held liable for the lack of or inaccuracies in reporting made available by the states. A full, true and correct copy of the District's current Megan's Law policy is attached.

ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

14. RIGHT TO REPLACE/DISMISS

Contractor's onsite personnel are subject to approval of the District during the entire term of contracted services. The District has the right, in accordance with applicable law, to require replacement of Contractor's onsite personnel or any member of Contractor's onsite personnel.

If at any time the District determines that any employee, agent or officer of Contractor or of Contractor's permitted subcontractors, is in violation of District policies regarding harassment, discrimination or offensive behavior or Megan's Law, or fails to meet the District's safety and customer service standards, the District may notify Contractor verbally and/or in writing. Contractor will promptly correct the behavior, performance or condition giving rise to the notification described herein to the satisfaction of the District. If Contractor fails to correct the behavior, performance or condition giving rise to the notification described herein, the District may demand that Contractor (or Contractor's subcontractor, as the case may be) cease using said employee at the District's facilities and Contractor (or Contractor's subcontractor, as the case may be) will promptly comply with such request. If the District requests replacement of onsite personnel or any of its members, Contractor must furnish a replacement immediately or as otherwise determined necessary by the District. Nothing contained in this paragraph shall obligate the District to monitor the behavior of Contractor's employees or of Contractor's subcontractor's employees. The District retains the right to review the resumes of all Contractor personnel and confirm compliance.

15. GRATUITIES

Contractor is prohibited from offering any gift or gratuity to employees and/or officers of the 32nd District Agricultural Association, as employees and officers are not permitted to accept them under any circumstances. Contractor and/or Contractor's employees shall not solicit or accept any gifts. This includes cash, tickets, food, drinks, merchandise or any other items from District staff, promoters and/or vendors to perform the functions detailed in this agreement. Any violations of this policy may result in the dismissal of the employee and a performance violation notice issued to the Contractor.

16. EVALUATION OF CONTRACTOR PERFORMANCE

Contractor will be evaluated on their performance, including, but not limited to, Contractor's record of conforming to contract requirements and to standards of good workmanship; Contractor's record of forecasting and controlling costs; Contractor's adherence to contract schedules, including the administrative aspects of performance; Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; Contractor's record of integrity and business ethics, and generally, Contractor's business-like concern for the interest of the District and its customers.

Contractor shall work with District staff to ensure contract compliance, whether by phone, email or in-person meetings, as determined necessary by the District. The District retains the right to notify Contractor of any performance issues at any time for the duration of the contract term. Notification will be provided in writing to Contractor, whereupon Contractor shall have five (5) days to respond to the District's request for compliance. Unless mutually agreed upon otherwise, performance issues shall be corrected within fifteen (15) days of District's notification to Contractor.

Failure to supply equipment and/or personnel as required may result in a notice of default and/or an adjustment to the fees charged for equipment and/or labor.

Contractor may be disqualified from potential bidding opportunities if the District deems Contractor as unresponsive to repeated requests for corrective action.

17. NON-EXCLUSIVE AGREEMENT

Contractor understands and agrees that this is a non-exclusive agreement. The District may hire other contractors for work of a similar or identical nature.

ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

18. TERMINATION

The District reserves the right to terminate any contract at any time with or without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations and/or performances required in the terms of the contract.

19. 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.

20. PHONE NUMBERS

Contractor shall provide the District with phone numbers for their authorized representative(s) and with a 24-hour "On Call" phone number for emergencies.

21. VEHICLES, EQUIPMENT AND SUPPLIES

All vehicles and equipment such as utility carts, trucks, trailers, vans, boom lifts, scissor lifts, pressure washers, back pack blowers, hand trucks, brooms, hoses and pickers and all cleaning supplies such as stripper, detergents, sanitizers, air fresheners and other chemicals shall be owned and/or provided by Contractor. The District will provide consumable paper products, waste receptacles and plastic waste receptacle liners. All vehicles and equipment will be clearly marked with Contractor's company name and/or logo. Equipment shall be in proper operating condition with all guards in place. No equipment shall be left unattended. Equipment and supplies must be stored in designated areas agreed upon by the District. All Safety Data Sheets (SDS) for all chemical-cleaning products used must be on-site accessible by the District, per Global Harmonization System (GHS). Contractor shall take all necessary safety precautions when using vehicles, equipment and cleaning products. Drivers of all vehicles and equipment shall possess a valid driver license and be 18 years of age or older. Street sweepers should be South Coast Air Quality Management District Rule 1186 certified and Rule 1186.1 compliant and no older than 2 years. Contractor shall furnish all necessary labor, supervision, equipment, tools, materials (excluding dumpsters), permits, transportation and insurance in the performance of these specifications.

22. VEHICLE UTILITY CARTS

Contractor may provide utility carts for employees, if necessary, to complete Scope of Work. Carts are not permitted to park in front of buildings or in pathways blocking pedestrian access points. Drivers shall possess a valid driver's license and be 18 years of age or older and abide by all applicable local, State and Federal laws related to cart safety. Weather protection of equipment is the responsibility of the Contractor.

23. VENUE CLEAN-UP

a. Contractor is to keep job site clean daily and upon project completion.
b. Contractor shall sweep and blow all debris daily and upon project completion.
c. Contractor will dump all green waste in the provided 40 yard dumpster on OCFEC grounds.
d. Do not dispose of any construction material or project waste on OCFEC grounds or in OCFEC containers.
e. Contractor is to keep all compound and chemicals out of storm drains & sewers.
f. Contractor will protect ground surfaces from oil and other leaks that may come from service trucks.

ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

Page 5 of 5

24. TELEPHONE NUMBERS

Contractor shall provide the District with a 24-hour "On Call" phone number for emergencies and event schedule changes.

25. PERSONNEL POLICY

All Contractor employees must receive an orientation on the duties they will be required to perform, safety training to ensure employees working with chemicals are familiar with SDS per GHS and harassment training (prior to working). In addition, ongoing customer service training will be required during the term of this contract to educate current employees and new hires. Contractor is required to supply all required training and a schedule of planned training shall be provided to the District at the beginning of every quarter in January, April, July and October. All employees will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property; when entering and while working on the grounds. Badges will have the name visible and worn on the upper right or left torso. All badges must be returned from terminated employees. All other employee badges must be returned on Friday following the end of the OC Fair. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

26. UNIFORMS AND BADGES

Contractor's employees shall be at all times neatly and cleanly uniformed and must meet reasonable prescribed grooming guidelines and appearance standards.
The District requires Contractor's employees to wear badges, identification cards, and/or credentials in a clearly visible location (per attached procedure) while Contractor's employees are on the District's premises. Contractor personnel will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property, when entering and while working on the grounds. Badges shall have the name visible and worn on the upper right or left torso. Badges are specific to each person and are non-transferable. All badges must be returned from terminated employees. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

27. SUBCONTRACTING

Subcontracting of goods or services must be approved in writing, by the District.

28. FIRE REGULATIONS

All fire regulations as prescribed by the State Fire Marshal must be strictly adhered to.

-End Exhibit H-

EXHIBIT I – COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

1. SCOPE

As a result of the worldwide COVID-19 pandemic, the 32nd District Agricultural Association (OCFEC) implemented numerous essential protocols and procedures to protect OCFEC staff, renters, event promoter/producer employees, exhibitors, vendors, contractors, subcontractors, volunteers and members of the public. These protocols and procedures do not supersede or replace any existing orders issued by local governments, the State of California or the Federal Government. The protocol and procedure guidelines (COVID-19 Guidelines) apply equally to all organizations and persons doing business on OCFEC property, both public and private, and all event types, commercial, trade or other, hosted at the OCFEC.

2. SICK, ELDERLY AND VULNERABLE PERSONS

Anyone who feels sick should remain at home. In addition, high-risk persons who are over 65 years of age, or anyone with chronic illness or underlying medical conditions, should continue to follow recommendations to stay at home and limit public interaction.

3. PHYSICAL DISTANCING IN THE WORKPLACE

Physical distancing of a minimum of six (6) feet should be maintained between customer-facing employees and the general public, and – to the extent practical – between employees in the field or at employee workstations. Where isolation of employees in the field or at employee workstations is impractical, face coverings must be worn without exception.

4. HANDWASHING, PERSONAL PROTECTIVE EQUIPMENT, AND TESTING

Renters, event promoters, event producers, exhibitors, vendors, and their respective contractors, subcontractors and volunteers (collectively, “Business Partners”) conducting business at the OCFEC must require all customer-facing employees to either wash their hands or use hand sanitizer every thirty minutes, or wear disposable gloves which are to be changed as frequently as specified by guidelines established for each applicable job assignment. Face coverings must be provided to all employees.

Before starting a shift, all OCFEC employees and all Business Partner employees, must have their temperatures taken and documented, and individual(s) will not be permitted to remain at work if the temperature reading exceeds 100.4 degrees (°) Fahrenheit. Affected individual(s) may only return to work after registering and documenting their temperature reading below 100.4° Fahrenheit for seventy-two (72) consecutive hours.

All OCFEC event attendees, before entering OCFEC premises, must have their temperatures taken and documented. Any OCFEC event attendee with a temperature reading above 100.4° Fahrenheit will not be permitted to attend the event and will be required to immediately leave the OCFEC premises. Paid admission/parking fee refunds will be subject to processing schedule.

All competitive professional and amateur sports participants, including youth sports participants, must be tested for COVID-19 at least one (1) week before the date of the scheduled competition, and will not be permitted to compete if the intended participant tests positive for COVID-19. If the intended participant tests positive for COVID-19, he/she will not be allowed to participate in any activities at the OCFEC until after (i) receiving a negative result on a subsequent COVID-19 test and (ii) satisfying the specified 14-day (or otherwise governmentally specified) COVID-19 quarantine period.

EXHIBIT I – COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

OCFEC Business Partners should make every effort to limit physical touch points at their respective places of business, including at the OCFEC. All OCFEC event promoters must significantly increase frequency of sanitation and disinfection measures at all workstations and equipment that come into contact with OCFEC employees and the general public. All OCFEC Business Partners must assess and identify the frequency of necessary sanitation and disinfection practices, and will review and agree upon a sanitation and disinfection schedule with the OCFEC.

Face coverings and disposable gloves must be worn by all OCFEC Business Partner customer-facing employees. All OCFEC event attendees and visitors must wear appropriate face coverings. Physical barriers, if available, are preferred but not required as the general public will make the personal decision of whether to attend an event at the OCFEC and/or patronize an OCFEC Business Partner. For the benefit of the public, OCFEC employees and Business Partner employees, handwashing or hand sanitizing should be done as soon as possible following the handling of materials that come in contact with the general public.

5. EVENT ATTENDANCE LIMITATIONS

Attendance at all OCFEC events, including all move-in and move-out activities, must be limited at any given time, to no more than the current maximum attendance levels permitted by all applicable local and state orders or laws.

OCFEC Business Partners must establish and actively enforce measures to monitor and ensure attendance limitation compliance. If an OFCEC Business Partner fails to comply with event attendance limitations, the OCFEC in its sole and absolute discretion may cancel the event without notice and refer the matter to local law enforcement.

6. OCFEC BUSINESS PARTNER COMPLIANCE

OCFEC Business Partners shall make every effort to assure compliance with COVID-19 related mitigation requirements. If an OCFEC Business Partner fails to comply with these COVID-19 Guidelines, the OCFEC in its sole and absolute discretion may close non-compliant event spaces, exhibitor spaces or other such rental spaces, or may cancel the event without notice and refer the matter to local law enforcement.

7. COVID-19 RELEASE AND WAIVER OF LIABILITY

As consideration for being permitted to conduct event activities at the OCFEC, OCFEC Business Partners must acknowledge and agree to all COVID-19 Pandemic and related governmental orders, directives and guidelines, and forever release the 32nd District Agricultural Association, the State, California Fair Services Authority (“CFSA”), the County, the Lessor, and any fair affiliated organization, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively “Releasees”) from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner’s employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner’s participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.

EXHIBIT I – COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

8. EVENT ORGANIZATION PROTOCOLS

Each OCFEC Business Partner must submit event organization-specific COVID-19 related infection mitigation protocols and procedures for OCFEC review and approval no later than thirty (30) days before the event's scheduled move-in date. The OCFEC reserves the right to reject any protocols and procedures that are in conflict with, or are less stringent than, the COVID-19 Guidelines. If the OCFEC rejects the OCFEC Business Partner's COVID-19 related infection mitigation protocols and procedures, the OCFEC Business Partner must resubmit revised infection mitigation protocols and procedures for review no less than fifteen (15) days before the event's scheduled move-in date. If OCFEC Business Partner fails to submit the COVID-19 related infection mitigation protocols and procedures on time, the OCFEC in its sole and absolute discretion may terminate the agreement and cancel the event without notice.

9. FURTHER ACTION AS NECESSARY

The OCFEC reserves the right to modify these COVID-19 Guidelines as circumstances warrant. Specifically, the OCFEC recognizes that additional restrictions not reflected in these guidelines may be necessary to address the health and safety of certain populations depending upon their age or underlying health concerns, or otherwise to address medical issues as they arise.

I HAVE CAREFULLY READ THIS AGREEMENT EXHIBIT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A CONTRACTUAL AGREEMENT BETWEEN MYSELF AND THE 32ND DISTRICT AGRICULTURAL ASSOCIATION, THE STATE, CFSA, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed on _____, 20____

OCFEC BUSINESS PARTNER

_____
Signature

_____
Address

_____
Address

-End Exhibit I-

STATE OF CALIFORNIA
STANDARD AGREEMENT **R_____ A_____ F_____**
STD 213 (Rev. 03/2019)

AGREEMENT NUMBER
SA-085-21YR

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
MEDICAL AND SAFETY, INC.

2. The term of this Agreement is: **07/01/2021** through **06/31/2023** **FED ID:**
With three (3) one (1) year options
(**07/01/2023-06/30/2024; 07/01/2024-06/30/2025; 07/01/2025-06/30/2026)**

3. The maximum amount of this Agreement is: **$197,714; $515,834 (Inclusion all option years)**
(2021-$96,976; 2022-$100,738; 2023-$106,040; 2024-$106,040; 2025-$106,040
(Plus 10% contingency for each year 2021 ($9,697.6); 2022 ($10,073.80; 2023 ($10,604); 2024 ($10,604); 2025 ($10,604)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work **–** To provide emergency medical technician services to the OC Fair & Event Center	Pages 2-4
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 13-14
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 15-18
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 19-22
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 23-25
Exhibit F – OCFEC Megan's Law Screening & Certification Form (Attached hereto as part of this agreement)	Pages 26-27
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 28-29
Exhibit H – Additional Contract Terms & Conditions (Attached hereto as part of this agreement)	Pages 30-34
Exhibit I – COVID-19 Infection Mitigation Protocol & Procedure Guidelines (Attached hereto as part of this agreement)	Pages 35-37

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
Medical And Safety, Inc.

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Matt Suehr, President **email: msuehr.medicalnsafety@gmail.com**

CONTRACTOR BUSINESS ADDRESS
18281 Mt. Baldy Circle, Fountain Valley, CA 92708

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND District Agricultural Association/OC Fair & Event Center

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Michele Richards, Chief Executive Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACT REPRESENTATIVES

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER
Nick Buffa, Director of Safety & Security/Parking
Phone Number (714) 708-1577

Medical And Safety, Inc.
Matt Suehr, President
Phone number (714) 963-4446, email: msuehr.medicalnsafety@gmail.com

The District's Request For Proposal (RFP), Emergency Medical Technician Services released April 29, 2021, is on file in the Office of the 32nd District Agricultural Association, and is incorporated herein by reference and made a part of this agreement.

The Contractor proposal for Emergency Medical Technician Services dated May 15, 2021, is on file in the Office of the 32nd District Agricultural Association, and is incorporated herein by reference and made part of this agreement.

A. Minimum Requirements:

1. Contractor and/or Contractor Personnel shall have current technical expertise, formal training and certification in the areas of basic life support, emergency medical, advanced first aid, and first response.

2. All Contractor's medical personnel assigned to the District shall, at minimum, be certified Emergency Medical Technicians. Emergency Medical Technicians (EMTs) shall possess and submit evidence of the following to be considered responsive to this contract, and each year of the contract to be eligible to perform services:

   a. Current state of California certification for Emergency Medical Technicians;

   b. Current Orange County Emergency Medical Technician accreditation; and

   c. Possess a valid California Driver License.

3. Documented evidence of five (5) years of relevant experience providing similar Emergency Medical Technician services for venues equivalent to the OC Fair & Event Center. A portion of experience shall have been conducted in the state of California in addition to the below:

   a. Contractor provided services for a minimum of ten (10) or more days of events annually, which included both small and large-scale applications;

   b. Fairs, festivals, sporting events, and/or stadiums serviced by Contractor with a minimum cumulative attendance of 45,000 patrons per day;

   c. Contractor was primary service provider; and

   d. Contractor serviced a minimum of one (1) equivalent venue in 2017, 2018, and/or 2019.

4. No EMT performing in service of the resulting Agreement shall have been decertified within the last five (5) years. If an EMT has been decertified, but Contractor feels an explanation will show this does not compromise the EMTs ability to successfully fulfill the services herein described, Contractor shall include an explanation for the decertification.

B. General Requirements:

1. Contractor shall provide all equipment and materials necessary to perform the required duties, at a contracted rate, as indicated herein and on the Financial Proposal Bid Form. Pricing shall include all labor, delivery/fuel charges, equipment, installation, teardown, and any other costs to support the Scope of Work.

2. Contractor shall provide basic life support and first aid Emergency Medical Technician services licensed by the State of California and the County of Orange. Contractor's staff shall respond to medical emergencies and to assess injuries/illness and render basic life support leading to the safe evacuation of patients, as may be required. Incidents requiring advanced life support intervention will be served by Contractor calling local agencies licensed to provide such advanced life support care.

3. Contractor shall provide professional first aid emergency medical services to event exhibitors, contractors, vendors, staff and patrons who are attending and/or supporting a scheduled onsite event at the OC Fair & Event Center.

4. Contractor shall provide versatile personnel and equipment capable of meeting the varied requirements of staff and visiting patrons. Equipment shall include, but not be limited to, First Aid Station, trailer, rescue carts/mini-ambulances, automatic external defibrillators and medical supplies.

5. Contractor shall be responsible for equipment setup and strikes, as dependent upon the event(s) taking place.

6. Contractor shall provide qualified personnel to set up equipment, monitor and utilize equipment according to patron needs, provide security for equipment, and tear down equipment. The District reserves the right to request staff changes at any time, for any reason.

7. Contractor shall be responsible for maintaining first aid and related equipment, which may remain in place from the first day of installation through the end of the last event day.

8. Contractor shall be required to set up at various locations as specified by the District, according to the event schedule.

9. Contractor shall provide equipment and personnel for a minimum of twenty-three (23) performance days/nights during the run of the annual OC Fair in addition to setup and teardown. Typically, services will not be needed on Mondays or Tuesdays. In addition, Contractor shall provide equipment and personnel for the annual Imaginology event as well as Year-Round Events, as requested subject to change.

10. Contractor will work closely with District Management and other District Departments to provide an efficient and smooth operation, including working in cooperation with the District's Security & Traffic Department, contracted law enforcement provider(s) and contracted ride safety consultants in the performance of the services identified herein.

11. Contractor shall be responsible for testing all equipment and ensuring they are whole and fully functional in order to meet the requirements contained herein or as otherwise agreed upon by Contractor and the District.

12. Contractor must own a substantial percentage of the equipment used in the service of this Agreement and shall be able to fulfill the District's requirements in their entirety. If additional equipment is required from suppliers, Contractor shall properly tag such inventory, as required in Paragraph C.1 below, prior to installation. Under no circumstances shall an entity outside the awarded Contractor interface with or deliver equipment to the District.

13. All equipment and labor required must be provided by Contractor. Subcontracting of labor will not be allowed. Contractor will supply any and all necessary heavy equipment for transportation, installation and removal of equipment and systems. The cost associated for this heavy equipment shall be included within the cost reflected on the Financial Proposal Bid Form.

14. The District reserves the right to change and/or add any equipment, specifications, and setup dates upon reasonable notification to Contractor. However, strict adherence to the schedule for purposes of this RFP shall be implemented.

15. All quantities, schedule, and other requirements have been estimated as close to final figures and layout as possible, as currently known for 2021, but are subject to final requirements and final approval by District Management.

16. Equipment such as mobile emergency units shall be installed in such a way as to prevent the public from harm, including, but not limited to, implementing mitigation measures for sharp edges, guy wires, ground stakes, cables, low ceilings, and ensuring prevention of access to restricted areas.

17. The Equipment Lists and estimated personnel schedules have been included in Paragraphs E, F and G for the purposes of illustrating the size and scope of the typical annual OC Fair, Imaginology, and Year-Round Events. It in no way obligates the District to request or secure each or any item in the quantities listed. The District cannot guarantee a minimum and/or maximum amount of equipment/services used for any performance. The equipment list, personnel needs, and setup for the 2021 OC Fair, and subsequent annual fairs, Imaginology and Year-Round Events, shall be developed annually and may change from year to year. The actual final requirements will be contingent upon final schedule. Contractor shall charge the District for actual services rendered, including all labor/equipment utilized, as specified on the Financial Proposal Bid Form.

18. The final layout of equipment and systems will be identified in conjunction with District Management. It is Contractor's responsibility to ensure accurate placement.

19. The District may require items not called out in the RFP. The District is to be billed at a rate no greater than the amount charged for similar items listed in the RFP for the applicable event. Such rates shall be determined and agreed upon by the District prior to services performed and/or delivery and installation of items.

20. Upon contract award, Contractor shall immediately begin an analysis and development of staffing plan and work schedule for the 2021 OC Fair, Imaginology and Year-Round Events, and shall submit to the District for approval, a finalized design, implementation, equipment and operations plan (including backup plan) no later than March 1, 2021 or as otherwise agreed upon by Contractor and the District. At this time, Contractor shall present all applicable permits, licenses, and certifications for equipment and personnel, as applicable, as required in Part V, Statement of Work, Paragraph A, Subsection 2 and Part VIII, Additional Terms and Conditions, Paragraph 9. The process shall be repeated for the 2022 calendar year and each calendar year thereafter with the schedule to be determined by the District.

C. EQUIPMENT QUALITY AND REQUIREMENTS

1. All equipment and vehicles shall be clearly marked and/or tagged with Contractor's company name and logo in order to differentiate between Contractor equipment and District equipment.

2. All equipment and materials used must meet industry standards for workmanship, construction, assembly, anchorage, and safety. All equipment supplied will meet the manufacturer specifications and will be assembled in the factory-recommended manner.

3. All medical equipment and supplies must meet typical industry standard brands and quality, which are proven to be acceptable to a wide variety of venues and applications.

4. All equipment must be clean, in excellent condition, convey a quality image, and deemed to be safe and in good repair. Equipment shall be free of rust, fading, scuffs, visible tap or tape residue, or other unsightly remnants. The District reserves the right to approve the condition and quality of all items and/or equipment supplied by Contractor. Any equipment deemed inappropriate or in poor condition by District Management must be replaced immediately and at no cost to the District. All items shall have been checked out and tested by Contractor before being utilized and/or installed at the venue.

5. Equipment must be weather protected and capable of operating over a wide range of temperatures.

6. Contractor shall provide adequate coverage for equipment and personnel to protect against all weather-related conditions pertaining to an open-air venue, including, but not limited to, protective gear, sunshade, sunglasses, etc.

7. Contractor shall inspect all equipment on a daily basis to test and verify proper operation and safety. Equipment checks and maintenance may be performed on Mondays and Tuesdays at Contractor's discretion; however, any such time must be reserved in advance through District Management and the District shall not be charged for inspection. Contractor shall submit a "Daily Equipment Inspection Sheet" to the District each event day.

8. Contractor's First Aid Station shall be mobile and operated by certified EMTs (as described in Part V, Paragraph A of the RFP) only.

9. Rescue carts/mini-ambulances shall possess either propane or electric operation. Vehicles shall be equipped with emergency lights and siren for response to medical emergencies on District grounds. The vehicles are to be equipped with a full-size ambulance-style gurney, oxygen/resuscitators, trauma bags, first aid kits, splinting equipment, backboard, breakaway flat, stiff-neck collars (all sizes), head beds and patient lights.

10. Rescue carts/mini-ambulances shall be equipped to traverse various terrains and circumstances, including grass and dirt fields, narrow pathways and large crowds, and must be able to transport patients to a waiting ambulance for extrication to a hospital or to an onsite first aid station for treatment.

11. Automatic External Defibrillators (AEDs) shall have current licensure and shall be operated by licensed individuals only.

12. Any failure(s), including, but not limited to, instrument, system component, and/or outage must be ***immediately*** resolved. Contractor shall operate with strategic back-up plans in place and spare parts available to ensure fully functioning and complete equipment is maintained at all times. Uninterrupted system functionality is vital in the fulfillment of the services described herein. Failure on the part of the Contractor to successfully implement a strategic back-up plan and/or supply an adequate amount of spare systems/parts may result in Contract termination.

13. Power, as required, will be supplied by a reliable source, which may be a generator system supplied by the District or District-approved vendor.

14. Contractor understands this contract does not contain exhaustive or complete information for the full functionality of systems and/or equipment. Specific equipment is called out in this contract as required for the overall functionality; however Contractor is responsible for ensuring complete equipment packages.

15. Contractor shall provide emergency medical, first aid, first response and all other equipment, as specified in Paragraphs E, F and G.

16. All equipment must be secured in a safe manner to prevent tipping, lifting or falling due to wind, rain or other influences. Weights, anchors, ballasts, base plates, safety lines or other items used to secure equipment as well as provisions for water drainage must be included in the cost. Contractor shall be responsible for determining appropriate method to secure equipment and will be held liable for any issues resulting from unsafe installation. Guy wires and water barrels are not a permissible means of securing equipment. All equipment shall be provided and installed in accordance with government standards and guidelines for safety.

17. Photos provided by Contractor in response to this contract shall be representative of all equipment used in the performance of these services for the duration of the contract term. Items not properly marked per

Paragraph C.1 above will be rejected by the District and shall be immediately tagged or replaced by Contractor.

18. Contractor shall be in compliance with all applicable sections of the California Fire Code and California Code of Regulations.

19. Contractor shall perform all work to meet safety regulations as established by National Electric Code and other enforcement agencies.

20. Contractor shall immediately notify District Management of any hazardous conditions.

D. REPORTS AND COMMUNICATION

1. Contractor shall maintain a Daily Patient Log identifying the complaints and care provided to all persons receiving first aid assistance care and treatment of patients, including any incidents that require off-site evacuation via ambulance or where potential liability is suspected. The previous day's Daily Patient Log shall be submitted to the District each morning. Patient log information shall include, at a minimum, the following:

    a. Date of report and date of injury (if different);
    b. Name of injured party;
    c. Phone number and address of injured party and witnesses (if provided/available);
    d. Nature and extent of injury; and
    e. Name of treating EMT.

2. Emergency Medical Technicians shall respond to all safety-related accidents/incidents and generate in-depth Illness & Injury Reports as determined necessary by District Management. Illness & Injury Reports shall be made available to the District as soon as practicable, but not more than twenty-four (24) hours following the accident/incident.

3. Contractor shall maintain Daily Patient Logs, Illness & Injury Reports, and all other reports detailing their activities and findings complete with documentation of incidents and care, for the duration of the event. Post event, Contractor shall make these records available to the District within thirty (30) days upon request and for a period of three (3) years. This shall be submitted to the District in a binder with reports in date order, as well as on an electronic thumb drive.

4. Contractor shall submit a Daily Equipment Inspection Sheet to the District each event day, which shall include proper documentation to verify that all equipment has been inspected and tested on a daily basis to ensure proper operation and safety.

5. Reports shall conform to applicable governing body rules, regulations, codes and standards, and any other industry guidelines.

6. During a scheduled event, Contractor shall be responsible for daily communication with specified District personnel. Contractor shall immediately notify District personnel of any issue(s) that may impact safety. Updates shall be communicated to District personnel as necessary and without limit.

7. Should it be observed that there is a condition that in Contractor's judgment creates an undue hazard to patrons, District Management shall be made immediately aware of the situation so that corrective action can be taken.

8. Contractor shall be available to support the District's Communications Department regarding media coordination efforts pertaining to safety should it be deemed necessary by District Management. All media contact will be coordinated at the direction of District Management. Contractor shall not interface with the media, except as specifically instructed by the District's Communications Department.

E. ANNUAL OC FAIR - EQUIPMENT LIST AND PERSONNEL REQUIREMENTS

1. Contractor shall provide EMT services prior to, following and for the duration of the annual OC Fair, which is currently a 23-day event over a 31-day period. The event currently averages 60,000 patrons per day, with varied crowds of children, families, teenagers and senior citizens. It is estimated that children under the age of 12 make up fifteen to twenty percent (15% - 20%) of the attendance.

2. The OC Fair is traditionally held during July/August, opening on a Friday and closing on a Sunday. The OC Fair is closed to the public on Mondays and Tuesdays. OC Fair dates are generally approved by the OC Fair's Board of Directors in November for the subsequent year and may vary slightly in order not to conflict with nearby fairs' dates.

3. The following "promotional days" typically take place during the annual OC Fair, and may have special event hours for which Contractor shall be required to provide services:

   a. Kid's Days (1 day every week*)
   b. Senior's Days (1day every week*)
   c. Friends of the Fair Day (1 day only*)
   d. 5K Fun Run (1 day only*)

   * Subsequent years will be similar and will be determined on a yearly basis.

5. Contractor shall provide an additional treatment point from 6:00 p.m. to 11:00 p.m. each night of performance at the Pacific Amphitheatre. The location for this treatment point is currently an outdoor space allocated to this purpose. Contractor is responsible for providing a medical trailer, tent structure, or other such enclosure to create an enclosed treatment location for Pacific Amphitheatre guests in need of medical services. The Pacific Amphitheatre is an open-air concert venue with a capacity of 8,300 seated patrons. The Pacific Amphitheatre currently operates every night of the OC Fair in addition to pre-Fair and post-Fair performances (estimated 35 event days) with varying attendance. Contractor may be requested to provide services during additional show(s) not mentioned here.

6. Contractor shall provide certified EMTs (as described in Part V, Paragraph A of the RFP) for the below estimated schedule. Some modification of EMT staff hours may be made with consent of District Management. The First Aid Station is to be open according to the hours designated in this chart for 2021, or as determined necessary by the District. Subsequent years shall be based upon a similar schedule:

OC Fair					
Pre-OC Fair	**Required Coverage Period**	**Coverage Hours Per Day**	**Number of EMT Staff Required**	**Number of Days**	**Total Coverage Hours** (Coverage Hours x Staff x # of Days)
Wednesday	9:00 a.m. - 10:00 p.m.	13	2	1	26
Thursday	9:00 a.m. - 11:00 p.m.	14	2	1	28
OC Fair					
Friday & Saturday	8:00 a.m. - 2:00 a.m.	18	5	10	900
Sunday, Wednesday, Thursday	8:00 a.m. - 1:00 a.m.	17	5	13	1,105
Mondays	**CLOSED**				
Tuesdays	**CLOSED**				
Pacific Amphitheatre	6:00 p.m. - 11:00 p.m.	5	2	23	230
Post-OC Fair					
Monday	8:00 a.m. - 5:00 p.m.	9	2	1	18
TOTAL OC FAIR HOURS (Inclusive of all staff for the full run of event):					**2,307**

7. Staffing shall include, but not be limited to, a minimum of two (2) to five (5) certified EMTs (as described in Part V, Paragraph A of the RFP) who shall be available at the First Aid Station and for deployment.

8. During the annual OC Fair, the District will provide a secure first aid facility/location accessible to OC Fair patrons and to allow for off-site access by emergency vehicles. The facility will be equipped with florescent lighting, 110-volt power, one (1) hot/cold flow bottled water unit, one (1) refrigerator, telephone service for calling ambulance(s) or other off-site assistance, one (1) OC Fair radio on a designated OC Fair channel/frequency, a daily supply of ice and a covered area equipped with power where rescue carts/mini-ambulances may be parked and recharged.

9. Contractor shall provide and operate the following supplies and equipment for the annual OC Fair, including, but not limited to:

   a. First Aid Station

      i. Contractor's First Aid Station shall be located onsite at the OC Fair & Event Center during the annual OC Fair, including pre-Fair and post-Fair days. The Station shall be staffed by certified EMTs (as described in Part V, Paragraph A of the RFP) only and according to the estimated schedule above.

      ii. The First Aid Station for the OC Fair shall include all necessary supplies provided by the Contractor including, but not limited to, two (2) examination tables, blankets, pillows, a wheelchair, and two (2) "E" oxygen tanks with regulators, first aid supplies such as Band-Aids (various sizes and types), triangular bandages, gauze pads (sterile and non-sterile), roller gauze, tape, latex gloves, glucose gel, eye wash, eye wash cups, eye pads, telfa pads, combine dressing, hydrogen peroxide, pHisoderm, Caladryl, StingEze, cardboard splints (various sizes), cotton swabs, O_2 masks, nasal cannula, and ice packs.

      iii. During the annual OC Fair, the District will provide adequate space, as determined necessary by the District, onsite at the OC Fair & Event Center for the storage of Contractor's First Aid Station.

   b. Pacific Amphitheatre First Aid Station

      i. Contractor's Pacific Amphitheatre First Aid Station shall be located onsite at the OC Fair & Event Center during the annual OC Fair, including pre-Fair and post-Fair days. The Station shall be staffed by certified EMTs (as described in Part V, Paragraph A of the RFP) only and according to the estimated schedule above.

      ii. The Pacific Amphitheatre First Aid Station for the OC Fair shall include all necessary supplies provided by the Contractor including, but not limited to, one (1) to two (2) examination tables, blankets, pillows, a wheelchair, and two (2) "E" oxygen tanks with regulators, first aid supplies such as Band-Aids (various sizes and types), triangular bandages, gauze pads (sterile and non-sterile), roller gauze, tape, latex gloves, glucose gel, eye wash, eye wash cups, eye pads, telfa pads, combine dressing, hydrogen peroxide, pHisoderm, Caladryl, StingEze, cardboard splints (various sizes), cotton swabs, O_2 masks, nasal cannula, and ice packs.

      iii. During the annual OC Fair, the District will provide adequate space, as determined necessary by the District, onsite at the OC Fair & Event Center for the storage of Contractor's First Aid Station.

      iv. Contractor is responsible for providing a medical trailer, tent structure, or other such enclosure to create an enclosed treatment location for Pacific Amphitheatre guests in need of medical services. Enclosure shall not exceed twenty-six (26) feet in length.

   c. Rescue Carts/Mini-Ambulances

      i. Contractor shall provide two (2) mini-ambulances for the duration of the annual OC Fair.

ii. If an ambulance is required at rodeos or other events, it will not be the Contractor's obligation.

d. Automatic External Defibrillators

i. Contractor shall provide six (6) automatic external defibrillators (AEDs) which shall be operated by Contractor's properly trained and licensed personnel.

e. Radios

i. Contractor shall install a two-way radio system to connect the First Aid Station to the mini-ambulances and/or medical teams that may be on grounds responding to emergencies.

10. Contractor shall provide the following personnel services, including, but not limited to:

a. Designated supervisory personnel shall be assigned to liaise with District Management; supervisor(s) or his/her designated appointee shall attend Fair Time staff meetings and shall be on premises during the hours the First Aid Station is open, or as required by the District.

b. General staffing involves certified EMTs (as described in Part V, Paragraph A of the RFP) for the previously listed schedules. EMT staff is to remain on duty until the time shown or until released or extended by District Management. Assigned staff shall wear photo laminated identification cards provided by Contractor while on duty required by District procedures 4 & 5, see attached Form A-6.

F. IMAGINOLOGY - EQUIPMENT LIST AND PERSONNEL REQUIREMENTS

1. Contractor shall provide EMT services for the duration of the annual Imaginology event. Imaginology is a three (3)-day event currently held in April, with youth (school-aged children) and family oriented participation. Estimated cumulative attendance for this three (3)-day event is 40,000.

2. Contractor shall provide general staffing of certified EMTs (as described in Part V, Paragraph A of the RFP) for Imaginology according to the following estimated schedule:

Imaginology					
Imaginology	**Required Coverage Period**	**Coverage Hours Per Day**	**Number of EMT Staff Required**	**Number of Days**	**Total Coverage Hours** (Coverage Hours x Staff x # of Days)
Friday	9:00 a.m. - 3:00 p.m.	6	2	1	12
Saturday	9:00 a.m. - 5:00 p.m.	8	2	1	16
Sunday	9:00 a.m. - 4:30 p.m.	7.5	2	1	15
TOTAL IMAGINOLOGY HOURS (Inclusive of all staff for the full run of event):					**43**

3. Staffing shall include, but not be limited to, a minimum of two (2) certified EMTs (as described in Part V, Paragraph A of the RFP) who shall be available at the First Aid Station and for deployment.

4. Contractor shall provide and operate the following supplies and equipment for the annual Imaginology event, including, but not limited to:

a. First Aid Station

i. First Aid Station shall be located onsite at the OC Fair & Event Center during the annual Imaginology event, including pre and post-event days, as required. The Station shall be staffed by certified EMTs (as described in Part V, Paragraph A of the RFP) only.

ii. First Aid Station for Imaginology shall include one (1) examination table, pillow, blanket, wheelchair, an "E" oxygen tank with regulator and first aid supplies.

b. Rescue Carts/Mini-Ambulances

i. Contractor shall provide one (1) rescue cart/mini-ambulance for the duration of the event, including pre and post-event days.

ii. If an ambulance is required at rodeos or other events, it will not be the Contractor's obligation.

c. Automatic External Defibrillators

i. Contractor shall provide a minimum of one (1) automatic external defibrillator (AED) with properly trained and licensed personnel.

d. Radios

i. Contractor shall provide a minimum of one (1) programmable two-way radio capable of interfacing with District frequencies.

G. YEAR-ROUND EVENTS – EQUIPMENT LIST AND PERSONNEL REQUIREMENTS

1. Contractor shall provide EMT services for the duration of a Year-Round Event which exceeds a cumulative attendance of 1,000 individuals per day and/or is a requirement of the event promotor or the District.

2. Contractor shall provide general staffing of certified EMTs (as described in Part V, Paragraph A of the RFP) for Year-Round Events according to the following estimated schedule:

Year-Round Events					
Month	Estimated Number of Days	Estimated Number of EMT Personnel per Day	Average Number of Hours per Day per Personnel	Total Number of Hours per Day (All Staff)	Total Number of Hours (Month)
January	16	2	11	22	352.00
February	11	2	9	18	198.00
March	12	3	9	27	324.00
April	13	2	8	16	208.00
May	14	2	9	18	252.00
June	11	2	8	16	176.00
July	*See OC Fair*	-	-	-	-
August	6	2	8	16	96.00
September	12	2	10	20	240.00
October	10	2	8	16	160.00
November	11	2	10	20	220.00
December	24	2	12	24	576.00
TOTAL ESTIMATED YEAR-ROUND HOURS (Inclusive of all staff for all Year-Round Events):					**2,802.00**

3. Staffing shall include, but not be limited to, a minimum of two (2) to three (3) certified EMTs (as described in Part V, Paragraph A of the RFP) who shall be available at the First Aid Station and for deployment.

4. Contractor shall provide and operate the following supplies and equipment for Year-Round events, including, but not limited to:

a. First Aid Station

i. First Aid Station shall be located onsite at the OC Fair & Event Center during a Year-Round Event, including pre and post-event days, as required. The Station shall be staffed by certified EMTs (as described in Part V, Paragraph A of the RFP) only.

ii. First Aid Station for Year-Round events shall include one (1) examination table, pillow, blanket, wheelchair, an "E" oxygen tank with regulator and first aid supplies.

b. Rescue Carts/Mini-Ambulances

i. Contractor shall provide a minimum of one (1) rescue cart/mini-ambulance for the duration of the event, including pre and post-event days.

ii. If an ambulance is required at rodeos or other events, it will not be the Contractor's obligation.

c. Automatic External Defibrillators

i. Contractor shall provide one (1) automatic external defibrillators (AEDs) with properly trained and licensed personnel.

d. Radios

i. Contractor shall provide a minimum of one (1) programmable two-way radio capable of interfacing with District frequencies.

H. GENERAL PERSONNEL SERVICES AND REQUIREMENTS

1. Contractor shall provide qualified, certified Emergency Medical Technicians (as described in Part V, Paragraph A of the RFP) capable of providing the services described herein. Bidder shall include an "all inclusive" hourly fee for all personnel, equipment and supplies required to fulfill these services on the Financial Proposal Bid Form.

2. It is expected that personnel will conduct themselves in a thoroughly professional manner at all times.

3. Labor shall include all equipment, materials, delivery, installation, operation, maintenance, security, teardown and removal services necessary to support each performance each day of the scheduled event.

4. Assigned staff is to remain on duty until the time indicated on the work schedule and/or until released by District Management. Contractor shall only bill the District for actual hours worked.

5. For all events, Contractor shall attend pre-activity meetings as determined necessary by the District.

6. The District will not be responsible for overtime charges. Contractor shall deploy sufficient labor resources to fulfill all requirements. Contractor services performed outside of "regular" business hours or on Saturday(s) and Sunday(s) shall not result in additional charges of overtime to the District. There will be no exceptions.

7. The District will provide a list of personnel who are authorized to request services and/or provide instructions to Contractor. These authorized individuals shall be the only points of contact while Contractor and Contractor's personnel are on District grounds. Contractor shall not accept instructions from or convey information to anyone not listed.

8. Contractor's personnel are requested to be the same personnel throughout the run of the OC Fair, as practicable.

9. Contractor's personnel shall be required to set up and teardown equipment and first aid treatment points as scheduled. Contractor's labor plan must allow for enough labor to set/strike the treatment points as required.

10. Contractor shall provide experienced, qualified and responsible personnel to set up equipment, monitor and operate equipment, provide security for equipment and tear down equipment.

11. Contractor's personnel shall adapt and be flexible to reasonable requests regarding equipment operations and use, as determined appropriate by the District.

I. DEFINITIONS AND BIDDING REQUIREMENTS

The District does not guarantee the minimum or maximum amount of services that will be required/used during the annual OC Fair, Imaginology and/or Year-Round Events. The above personnel services schedules identify the anticipated needs of the District. Bidder is responsible for a cost-effective and comprehensive operational plan. Based upon Bidder's experience and the information contained herein, Bidder shall supply an operational plan and provide equipment and services appropriate for venues of this scope. Contractor is responsible to ensure a complete and fully functional package is provided.

All costs for labor, transportation, and materials used to deliver, install, maintain and remove the equipment described in the RFP, as applicable, must be included in the labor pricing submitted in the Contractor's Financial Proposal Bid Form. Contractor's services include any labor or materials not mentioned, but required to make the installation and removal whole, complete, safe, secure and compliant to all Federal, State, local government and OSHA regulations. All costs shall include California sales and any other taxes or fees (explain in detail), if applicable.

Bid – Labor: Bidder shall provide an "all inclusive" hourly rate for all personnel, equipment, and supplies necessary to provide setup, operation, maintenance and teardown services based upon the scope of work contained herein and for each event type listed.

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5100-30 (or various - 52 or 34, 72, 23, 41, 11)

PAYMENT PROVISIONS:

Payment will be made Net 30 upon satisfactory completion of services herein required and upon receipt of proper invoice.

Invoice shall be itemized and contain the District's Purchase Order number 50297. Invoice to be sent via email to AP@ocfair.com or mailed as follows:

OC Fair & Event Center
Attn: Accounts Payable
88 Fair Drive
Costa Mesa, CA 92626

Note: The District may add 10% contingency to total cost of each year if necessary. This amount is accounted for at the bottom $51,583.40 for five years.

Payment Hourly Rates:

July 1, 2021 - June 30, 2022

Event Type	Unit	Estimated Quantity	Unit Cost	Total Cost
OC Fair	Hourly Rate	2257	$ 19.00	$ 42,883.00
Imaginology	Hourly Rate	45	$ 19.00	$ 855.00
Year-Round events	Hourly Rate	2802	$ 19.00	$ 53,238.00
		July 1, 2021 - June 30, 2022 TOTAL		$ 96,976.00

July 1, 2022 - June 30, 2023

Event Type	Unit	Estimated Quantity	Unit Cost	Total Cost
OC Fair	Hourly Rate	2257	$ 19.00	$ 42,883.00
Imaginology	Hourly Rate	45	$ 19.00	$ 855.00
Year-Round events	Hourly Rate	3000	$ 19.00	$ 57,000.00
		July 1, 2022 - June 30, 2023 TOTAL		$ 100,738.00

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS (Cont.)

Option Year 1: July 1, 2023 - June 30, 2024

Event Type	Unit	Estimated Quantity	Unit Cost	Total Cost
OC Fair	Hourly Rate	2257	$ 20.00	$ 45,140.00
Imaginology	Hourly Rate	45	$ 20.00	$ 900.00
Year-Round events	Hourly Rate	3000	$ 20.00	$ 60,000.00
		July 1, 2023 - June 30, 2024 TOTAL		$ 106,040.00

Option Year 2: July 1, 2024 - June 30, 2025

Event Type	Unit	Estimated Quantity	Unit Cost	Total Cost
OC Fair	Hourly Rate	2257	$ 20.00	$ 45,140.00
Imaginology	Hourly Rate	45	$ 20.00	$ 900.00
Year-Round events	Hourly Rate	3000	$ 20.00	$ 60,000.00
		July 1, 2024 - June 30, 2025 TOTAL		$ 106,040.00

Option Year 3: July 1, 2025 - June 30, 2026

Event Type	Unit	Estimated Quantity	Unit Cost	Total Cost
OC Fair	Hourly Rate	2257	$ 20.00	$ 45,140.00
Imaginology	Hourly Rate	45	$ 20.00	$ 900.00
Year-Round events	Hourly Rate	3000	$ 20.00	$ 60,000.00
		July 1, 2025 - June 30, 2026 TOTAL		$ 106,040.00

Total Five Years:

Event Type	Unit	Estimated Quantity	Total Cost
OC Fair	Hourly Rate	11285	**$ 221,186.00**
Imaginology	Hourly Rate	225	**$ 4,410.00**
Year-Round events	Hourly Rate	14802	**$ 290,238.00**
Five Year Cumulative Total (All Events, All Years)			**$ 515,834.00**
utilized in the event additional and /or changes to the above estimated hours are required and approved by the District			**$ 51,583.40**
Total Bid			**$ 567,417.40**

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL:**
   This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
   No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
   Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
   Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
   The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR*:***
   Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:
During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:
Time is of the essence in this Agreement.

13. COMPENSATION:
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:
The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)
Page 3 of 4

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC 04/2017 / CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)
Page 2 of 4

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:**
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. **GENDER IDENTITY**:
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)
Page 3 of 4

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)
Page 4 of 4

4. CONTRACTOR NAME CHANGE:
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:
A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION:
Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:
This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS
Page 1 of 3

California Fair Services Authority #19-02

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate – The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. Coverages:

   a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall be not less than **$5,000,000 per occurrence** for Fairtime Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **$5,000,000 per occurrence** for the following types of Motorized Events: automobile races, drifting exhibitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, enduro, pro stock; **$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races; **$3,000,000 per occurrence** for Rodeo Events all types **with a paid gate** and any Rough Stock events; **$2,000,000 per occurrence** for Rodeo Events All Types **without a paid gate** and with any Rough Stock events and for Swap Meets/Flea Markets held two or more times per calendar year; **$2,000,000 per occurrence** for the following Motorized events: car jumping contests/demonstrations of hydraulic modifications to automobiles; **$2,000,000 per occurrence** for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Cannabis Festivals/Trade Shows, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; **$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events**; $1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

   The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the contractor/renter's activities, or business to be conducted under the contract or rental agreement/lease, must be listed in the Certificate of Insurance. If there is a self-insured retention or deductible in the contractor/renter's coverage equal to or in excess of $100,000, the self-insured retention/deductible amount shall be included as part of the Certificate of Insurance. A copy of the contractor/renter's policy declaration page containing this

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)
Page 2 of 3

information as an attachment/exhibit to the Certificate of Insurance will be acceptable, provided it contains all the aforementioned information.

b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than $1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.

c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

d. Medical Malpractice - Medical Malpractice coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving medical services.

e. Liquor Liability - Liquor Liability coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

5. Certificate Holder:
   - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
   - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

B. CFSA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

C. Master Certificates - A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)
Page 3 of 3

performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.

2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.

2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.

3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.

4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

-End Exhibit E-

EXHIBIT F – MEGAN'S LAW SCREENING CERTIFICATION AND LISTING

OC Fair & Event Center

Page 1 of 2

This form must be completed legibly, with all information requested. Typewritten or computer-generated forms or reports may be substituted provided that: all required information is included in columnar form, and the listing report is attached to this form. The certification section must be signed by an authorized representative of the contractor.

Company/Organization Name: _____

Contact Name: _____ **Contact Telephone :**_____

Type of Company/Organization (Circle one):	**Contractor**	**Consultant**	**Concessionaire**
	Entertainer	**Exhibitor**	**Volunteer**

Other/Explanation if Needed: _____

The undersigned represents and warrants that attached to this Megan's Law Screening Certification and Listing is a full, true, correct, complete, and accurate listing of all persons scheduled to work or volunteer for the company/organization identified above ("Contractor") during the annual OC Fair or Imaginology. If any other or additional individuals will be performing work, labor, or services, I understand that my company/organization is required to submit a supplemental listing(s) identifying those individuals.

The undersigned represents and warrants that all persons and individuals performing services on behalf of Contractor, including, but not limited to, its agents, employees, subcontractors, and volunteers have been screened for sex offender registration before each individual commenced work, services, and/or was present at the OCFEC facility. The undersigned represents and warrants that no individual who is a registered sex offender will be assigned or permitted to perform services on behalf of Contractor at or on OCFEC premises.

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless OCFEC from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorney's fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of Contractor's obligations under this Megan's Law Screening Certification and Listing, regardless of responsibility of negligence; by reason of death, injury, property damage, however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Contractor, or any of its employees or agents).

The undersigned represents and warrants that he/she is fully authorized to execute this Megan's Law Screening Certification and Listing on behalf of Contractor.

_____ _____

Company/Organization Representative's Signature Title of Representative

_____ _____

Printed Name Date

EXHIBIT F – MEGAN'S LAW SCREENING CERTIFICATION AND LISTING (CONT.)
OC Fair & Event Center
Page 2 of 2

Megan's Law Screening Listing

Full Name (Last, First Middle)	Full Name (Last, First Middle)

Please duplicate this listing sheet if additional space is required

EXHIBIT G – UNIFORM AND ID PROCEDURES & CERTIFICATION

PROCEDURE 0004: Uniforms for Contractors and their Employees.

PPE (Personal Protective Equipment): Closed-toe shoes and steel toe work shoes/boots where appropriate and other PPE as required by task and OSHA guidelines.

Purpose: To ensure all OCFEC contractors, including employees, are wearing company approved uniforms when present in a working capacity at the OCFEC.

1. Each OCFEC contractor and its respective employees (collectively, "Contractor") shall wear their own company uniform at all times when working on OCFEC property, including without limitation, the Pacific Amphitheatre, The Hangar and Action Sports Arena.

2. A uniform can be a logo T-shirt, polo style shirt or full button down shirt; if a jacket (or outerwear) is also required, the jacket must have the company logo on the front of the jacket. OCFEC will require pre-approval of the company uniform style and logo. The company logo must be highly visible and non-offensive in nature.

3. If a Contractor wears a jacket (or outerwear), the required photo identification must remain visible at all times (Part X – Section A-6, Procedure 0005).

4. If any OCFEC Contractor is not in the proper company uniform, he or she will be asked to leave the OCFEC premises and may not return until he or she is wearing the required uniform.

5. If any OCFEC Contractor violates OCFEC procedures, including this OCFEC Contractor Uniform Policy, OCFEC management will ask the Contractor to permanently replace that employee.

6. Continued lack of support for, or adherence to, OCFEC procedures, including this OCFEC Contractor Uniform Policy, may result in the cancellation of the contract between the OCFEC and contractor.

PROCEDURE 0005: OCFEC Contractors and their Employees wearing identification in the Pacific Amphitheatre, backstage and on OCFEC property.

PPE (Personal Protective Equipment): Break-away OCFEC photo identification card lanyard.

Purpose: To ensure all contractors and their employees are properly wearing required identification in the proper manner.

1. Each OCFEC contractor and its respective employees (collectively, "Contractor") must wear OCFEC approved and supplied photo identification cards around their neck or in another highly visible area at all times while working for the OCFEC. (Note: an additional clip option is available due to work requirements).

2. The OCFEC department Director responsible for the work area will provide a complete list of all Contractors to badging trailer personnel. All Contractors must visit the OCFEC trailer to have their photograph taken and to be provided with their OCFEC photo identification card and a break-away lanyard (and/or clip if requested by the contractor).

3. The OCFEC department Director responsible for the work area will provide a copy of this OCFEC Contractor Photo Identification Procedure to all contractors to review and this OCFEC Contractor Photo Identification Procedure shall be incorporated as part of all OCFEC contracts.
4. Contractors may not access the backstage area of the Pacific Amphitheatre without a backstage pass, which must be pre-approved by the OCFEC department Director and OCFEC Vice President responsible for the work area.

5. All OCFEC department Directors and OCFEC Vice Presidents must forward to the Pacific Amphitheatre backstage Security Manager the name of each OCFEC Contractor that was issued a backstage pass by that Department Director or OCFEC Vice President. Only the Pacific Amphitheatre backstage Security Manager has the authority to provide OCFEC Contractors with Pacific Amphitheatre backstage passes. All Pacific Amphitheatre backstage passes must be worn by the OCFEC Contractor as described above.

6. All Contractors must be courteous and cooperative when at any venue access point, entry, gate or if approached by Security/Law Enforcement for ID inspection.

7. Contractors will be allowed in the Pacific Amphitheatre backstage area only to perform job functions; once the Contractor completes the Contractor's job functions in the Pacific Amphitheatre backstage area, Contractor must immediately leave the area.

8. Contractors not properly wearing required OCFEC identification will be asked to leave, or may be escorted from, the OCFEC property.

9. If any OCFEC Contractor violates OCFEC procedures, including this OCFEC Contractor Photo Identification Procedure, OCFEC management will ask the Contractor to permanently replace that employee.

10. Continued lack of support for, or adherence to, OCFEC procedures, including this OCFEC Contractor Photo Identification Procedure, may result in the cancellation of the contract between the OCFEC and Contractor.

By signing this form, the bidder has read and understood OCFEC's policies above, and is agreeing to follow all procedures.

_____ _____

(Print Name & Title) (Signature)

_____

(Date)

If this status form is not completely filled out, signed and submitted with bidder's response to the IFB, the bid will be rejected as non-responsive.

-End Exhibit G-

EXHIBIT H – ADDITIONAL CONTRACT TERMS AND CONDITIONS

1. AUTHORIZED REPRESENTATIVE

Contractor must maintain one (1) or more English speaking representatives who are authorized to take immediate action and make requested adjustments and/or changes as required by District Management. This person must be identified to the District as the Contractor's authorized representative.

2. LICENSES, PERMITS AND CERTIFICATIONS

Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s), permits(s) and certification(s) required by law or as part of this contract for accomplishing any work required in connection with this agreement. In the event any license(s), permit(s) or certification(s) expire at any time during the term of this contract, Contractor agrees to provide agency a copy of the renewed license(s), permit(s) or certification(s) within thirty (30) days following the expiration date

In the event the Contractor fails to keep in effect at all times all required license(s), permit(s), and certification(s), the District may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

3. SITE ACCESS

District shall allow Contractor access to the District's property as needed. If access is required during annual OC Fair hours, the District will provide necessary admission and parking credentials for the employees performing in service of the contract.

4. INSURANCE

Proof of insurance, meeting the requirements of the State (see Exhibit E) must be made available to the District within fifteen (15) days of contract award. Failure to do so could result in termination of said contract.

5. WORK PERMIT LAW

If Contractor employs youth under the age of eighteen (18) years, he/she is required by law to see that each such employee holds a valid work permit. Contractor is further required to adhere to all applicable child labor laws.

6. PERSONNEL

All Contractor employees are employees of the Contractor and not the District. No agent, servant or employee of the Contractor will under any circumstances be deemed an agent, servant or employee of the District.

The District reserves the sole absolute right to determine, at its discretion, that any person or agent used by Contractor in the performance of the contract shall be excluded from such performance on the grounds that his or her appearance or conduct is detrimental to the District's operation. Determination of these matters by District Management shall be final.

7. POTENTIAL SUBCONTRACTORS/INDEPENDENT CONTRACTORS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any subcontractors/independent contractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations contained herein. The Contractor agrees to be as fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor's obligation to pay its subcontractors/independent contractors is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any subcontractor/independent contractor.

Subcontracting of goods or services must be approved in writing by the District.

ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

8. SUPPLIERS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any suppliers.

The Contractor agrees to be as fully responsible to the District for the acts and omissions of its suppliers and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its suppliers is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any supplier.

9. TRAVEL, TRANSPORTATION AND ACCOMMODATIONS

Contractor is responsible for all necessary travel, fuel, transportation and housing accommodations.

10. INVOICES

Invoices shall be submitted upon completion of services rendered to the District.

All invoices must contain Contractor's invoice number, District-issued Purchase Order (PO) number, detailed work logs and hours by Service Type for the labor required to fulfill these services.

Contractor shall send invoices and any supporting documentation via email to AP@ocfair.com (the District's preferred mechanism) or mail to OC Fair & Event Center, Attn: Accounts Payable, 88 Fair Drive, Costa Mesa, CA 92626.

Upon contract award and throughout the duration of the contract, Contractor shall work with the District to ensure invoicing needs are continually met.

11. PAYMENT

Payments to the Contractor will be made by the 32nd District Agricultural Association and paid in full within 30 days upon satisfactory completion of each event and receipt of proper invoice.

12. PRICING/FINANCIAL PROPOSAL BID FORM

The Financial Proposal Bid Form will be used to develop the "not to exceed" amount of the contract. The estimated quantities provided are based upon historical experience and anticipated future needs, and may change depending upon actual needs/usage. Billing/invoicing will be determined by multiplying actual usage by the Service Type rate as entered on the Financial Proposal Bid Form.

The District may elect to add a contingency line item to accommodate specifications within the scope of the effort, if approved by the District, during the implementation of this contract.

13. MEGAN'S LAW SCREENING

All of Contractor's employees, agents, servants, volunteers, independent contractors and/or employees, agents, servants, volunteers, independent contractors of Contractor's subcontractors who will be performing job related duties on District premises must pass background checks under "Megan's Law" as required by the District's current Megan's Law policy (and as that policy may be amended by the District from time to time), and any other reasonable background checks that may be required by the District as a result of policies adopted by the District's Board of Directors. Contractor will certify in writing that they have conducted the required screening and will indemnify the District for any negligence arising out of or connected with their obligations pertaining to the required screening. Contractor shall not be held liable for the lack of or inaccuracies in reporting made available by the states. A full, true and correct copy of the District's current Megan's Law policy is attached.

ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

14. RIGHT TO REPLACE/DISMISS

Contractor's onsite personnel are subject to approval of the District during the entire term of contracted services. The District has the right, in accordance with applicable law, to require replacement of Contractor's onsite personnel or any member of Contractor's onsite personnel.

If at any time the District determines that any employee, agent or officer of Contractor or of Contractor's permitted subcontractors, is in violation of District policies regarding harassment, discrimination or offensive behavior or Megan's Law, or fails to meet the District's safety and customer service standards, the District may notify Contractor verbally and/or in writing. Contractor will promptly correct the behavior, performance or condition giving rise to the notification described herein to the satisfaction of the District. If Contractor fails to correct the behavior, performance or condition giving rise to the notification described herein, the District may demand that Contractor (or Contractor's subcontractor, as the case may be) cease using said employee at the District's facilities and Contractor (or Contractor's subcontractor, as the case may be) will promptly comply with such request. If the District requests replacement of onsite personnel or any of its members, Contractor must furnish a replacement immediately or as otherwise determined necessary by the District. Nothing contained in this paragraph shall obligate the District to monitor the behavior of Contractor's employees or of Contractor's subcontractor's employees. The District retains the right to review the resumes of all Contractor personnel and confirm compliance.

15. GRATUITIES

Contractor is prohibited from offering any gift or gratuity to employees and/or officers of the 32nd District Agricultural Association, as employees and officers are not permitted to accept them under any circumstances. Contractor and/or Contractor's employees shall not solicit or accept any gifts. This includes cash, tickets, food, drinks, merchandise or any other items from District staff, promoters and/or vendors to perform the functions detailed in this agreement. Any violations of this policy may result in the dismissal of the employee and a performance violation notice issued to the Contractor.

16. EVALUATION OF CONTRACTOR PERFORMANCE

Contractor will be evaluated on their performance, including, but not limited to, Contractor's record of conforming to contract requirements and to standards of good workmanship; Contractor's record of forecasting and controlling costs; Contractor's adherence to contract schedules, including the administrative aspects of performance; Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; Contractor's record of integrity and business ethics, and generally, Contractor's business-like concern for the interest of the District and its customers.

Contractor shall work with District staff to ensure contract compliance, whether by phone, email or in-person meetings, as determined necessary by the District. The District retains the right to notify Contractor of any performance issues at any time for the duration of the contract term. Notification will be provided in writing to Contractor, whereupon Contractor shall have five (5) days to respond to the District's request for compliance. Unless mutually agreed upon otherwise, performance issues shall be corrected within fifteen (15) days of District's notification to Contractor.

Failure to supply equipment and/or personnel as required may result in a notice of default and/or an adjustment to the fees charged for equipment and/or labor.

Contractor may be disqualified from potential bidding opportunities if the District deems Contractor as unresponsive to repeated requests for corrective action.

17. NON-EXCLUSIVE AGREEMENT

Contractor understands and agrees that this is a non-exclusive agreement. The District may hire other contractors for work of a similar or identical nature.

ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

18. TERMINATION

The District reserves the right to terminate any contract at any time with or without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations and/or performances required in the terms of the contract.

19. 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.

20. PHONE NUMBERS

Contractor shall provide the District with phone numbers for their authorized representative(s) and with a 24-hour "On Call" phone number for emergencies.

21. VEHICLES, EQUIPMENT AND SUPPLIES

All vehicles and equipment such as utility carts, trucks, trailers, vans, boom lifts, scissor lifts, pressure washers, back pack blowers, hand trucks, brooms, hoses and pickers and all cleaning supplies such as stripper, detergents, sanitizers, air fresheners and other chemicals shall be owned and/or provided by Contractor. The District will provide consumable paper products, waste receptacles and plastic waste receptacle liners. All vehicles and equipment will be clearly marked with Contractor's company name and/or logo. Equipment shall be in proper operating condition with all guards in place. No equipment shall be left unattended. Equipment and supplies must be stored in designated areas agreed upon by the District. All Safety Data Sheets (SDS) for all chemical-cleaning products used must be on-site accessible by the District, per Global Harmonization System (GHS). Contractor shall take all necessary safety precautions when using vehicles, equipment and cleaning products. Drivers of all vehicles and equipment shall possess a valid driver license and be 18 years of age or older. Street sweepers should be South Coast Air Quality Management District Rule 1186 certified and Rule 1186.1 compliant and no older than 2 years. Contractor shall furnish all necessary labor, supervision, equipment, tools, materials (excluding dumpsters), permits, transportation and insurance in the performance of these specifications.

22. VEHICLE UTILITY CARTS

Contractor may provide utility carts for employees, if necessary, to complete Scope of Work. Carts are not permitted to park in front of buildings or in pathways blocking pedestrian access points. Drivers shall possess a valid driver's license and be 18 years of age or older and abide by all applicable local, State and Federal laws related to cart safety. Weather protection of equipment is the responsibility of the Contractor.

23. VENUE CLEAN-UP

a. Contractor is to keep job site clean daily and upon project completion.
b. Contractor shall sweep and blow all debris daily and upon project completion.
c. Contractor will dump all green waste in the provided 40 yard dumpster on OCFEC grounds.
d. Do not dispose of any construction material or project waste on OCFEC grounds or in OCFEC containers.
e. Contractor is to keep all compound and chemicals out of storm drains & sewers.
f. Contractor will protect ground surfaces from oil and other leaks that may come from service trucks.

ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

24. TELEPHONE NUMBERS

Contractor shall provide the District with a 24-hour "On Call" phone number for emergencies and event schedule changes.

25. PERSONNEL POLICY

All Contractor employees must receive an orientation on the duties they will be required to perform, safety training to ensure employees working with chemicals are familiar with SDS per GHS and harassment training (prior to working). In addition, ongoing customer service training will be required during the term of this contract to educate current employees and new hires. Contractor is required to supply all required training and a schedule of planned training shall be provided to the District at the beginning of every quarter in January, April, July and October. All employees will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property; when entering and while working on the grounds. Badges will have the name visible and worn on the upper right or left torso. All badges must be returned from terminated employees. All other employee badges must be returned on Friday following the end of the OC Fair. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

26. UNIFORMS AND BADGES

Contractor's employees shall be at all times neatly and cleanly uniformed and must meet reasonable prescribed grooming guidelines and appearance standards.
The District requires Contractor's employees to wear badges, identification cards, and/or credentials in a clearly visible location (per attached procedure) while Contractor's employees are on the District's premises. Contractor personnel will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property, when entering and while working on the grounds. Badges shall have the name visible and worn on the upper right or left torso. Badges are specific to each person and are non-transferable. All badges must be returned from terminated employees. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

27. SUBCONTRACTING

Subcontracting of goods or services must be approved in writing, by the District.

28. FIRE REGULATIONS

All fire regulations as prescribed by the State Fire Marshal must be strictly adhered to.

-End Exhibit H-

EXHIBIT I – COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

1 of 3

1. SCOPE

As a result of the worldwide COVID-19 pandemic, the 32nd District Agricultural Association (OCFEC) implemented numerous essential protocols and procedures to protect OCFEC staff, renters, event promoter/producer employees, exhibitors, vendors, contractors, subcontractors, volunteers and members of the public. These protocols and procedures do not supersede or replace any existing orders issued by local governments, the State of California or the Federal Government. The protocol and procedure guidelines (COVID-19 Guidelines) apply equally to all organizations and persons doing business on OCFEC property, both public and private, and all event types, commercial, trade or other, hosted at the OCFEC.

2. SICK, ELDERLY AND VULNERABLE PERSONS

Anyone who feels sick should remain at home. In addition, high-risk persons who are over 65 years of age, or anyone with chronic illness or underlying medical conditions, should continue to follow recommendations to stay at home and limit public interaction.

3. PHYSICAL DISTANCING IN THE WORKPLACE

Physical distancing of a minimum of six (6) feet should be maintained between customer-facing employees and the general public, and – to the extent practical – between employees in the field or at employee workstations. Where isolation of employees in the field or at employee workstations is impractical, face coverings must be worn without exception.

4. HANDWASHING, PERSONAL PROTECTIVE EQUIPMENT, AND TESTING

Renters, event promoters, event producers, exhibitors, vendors, and their respective contractors, subcontractors and volunteers (collectively, “Business Partners”) conducting business at the OCFEC must require all customer-facing employees to either wash their hands or use hand sanitizer every thirty minutes, or wear disposable gloves which are to be changed as frequently as specified by guidelines established for each applicable job assignment. Face coverings must be provided to all employees.

Before starting a shift, all OCFEC employees and all Business Partner employees, must have their temperatures taken and documented, and individual(s) will not be permitted to remain at work if the temperature reading exceeds 100.4 degrees (°) Fahrenheit. Affected individual(s) may only return to work after registering and documenting their temperature reading below 100.4° Fahrenheit for seventy-two (72) consecutive hours.

All OCFEC event attendees, before entering OCFEC premises, must have their temperatures taken and documented. Any OCFEC event attendee with a temperature reading above 100.4° Fahrenheit will not be permitted to attend the event and will be required to immediately leave the OCFEC premises. Paid admission/parking fee refunds will be subject to processing schedule.

All competitive professional and amateur sports participants, including youth sports participants, must be tested for COVID-19 at least one (1) week before the date of the scheduled competition, and will not be permitted to compete if the intended participant tests positive for COVID-19. If the intended participant tests positive for COVID-19, he/she will not be allowed to participate in any activities at the OCFEC until after (i) receiving a negative result on a subsequent COVID-19 test and (ii) satisfying the specified 14-day (or otherwise governmentally specified) COVID-19 quarantine period.

EXHIBIT I – COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

OCFEC Business Partners should make every effort to limit physical touch points at their respective places of business, including at the OCFEC. All OCFEC event promoters must significantly increase frequency of sanitation and disinfection measures at all workstations and equipment that come into contact with OCFEC employees and the general public. All OCFEC Business Partners must assess and identify the frequency of necessary sanitation and disinfection practices, and will review and agree upon a sanitation and disinfection schedule with the OCFEC.

Face coverings and disposable gloves must be worn by all OCFEC Business Partner customer-facing employees. All OCFEC event attendees and visitors must wear appropriate face coverings. Physical barriers, if available, are preferred but not required as the general public will make the personal decision of whether to attend an event at the OCFEC and/or patronize an OCFEC Business Partner. For the benefit of the public, OCFEC employees and Business Partner employees, handwashing or hand sanitizing should be done as soon as possible following the handling of materials that come in contact with the general public.

5. EVENT ATTENDANCE LIMITATIONS

Attendance at all OCFEC events, including all move-in and move-out activities, must be limited at any given time, to no more than the current maximum attendance levels permitted by all applicable local and state orders or laws.

OCFEC Business Partners must establish and actively enforce measures to monitor and ensure attendance limitation compliance. If an OFCEC Business Partner fails to comply with event attendance limitations, the OCFEC in its sole and absolute discretion may cancel the event without notice and refer the matter to local law enforcement.

6. OCFEC BUSINESS PARTNER COMPLIANCE

OCFEC Business Partners shall make every effort to assure compliance with COVID-19 related mitigation requirements. If an OCFEC Business Partner fails to comply with these COVID-19 Guidelines, the OCFEC in its sole and absolute discretion may close non-compliant event spaces, exhibitor spaces or other such rental spaces, or may cancel the event without notice and refer the matter to local law enforcement.

7. COVID-19 RELEASE AND WAIVER OF LIABILITY

As consideration for being permitted to conduct event activities at the OCFEC, OCFEC Business Partners must acknowledge and agree to all COVID-19 Pandemic and related governmental orders, directives and guidelines, and forever release the 32nd District Agricultural Association, the State, California Fair Services Authority (“CFSA”), the County, the Lessor, and any fair affiliated organization, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively “Releasees”) from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner’s employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner’s participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.

EXHIBIT I – COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

8. EVENT ORGANIZATION PROTOCOLS

Each OCFEC Business Partner must submit event organization-specific COVID-19 related infection mitigation protocols and procedures for OCFEC review and approval no later than thirty (30) days before the event's scheduled move-in date. The OCFEC reserves the right to reject any protocols and procedures that are in conflict with, or are less stringent than, the COVID-19 Guidelines. If the OCFEC rejects the OCFEC Business Partner's COVID-19 related infection mitigation protocols and procedures, the OCFEC Business Partner must resubmit revised infection mitigation protocols and procedures for review no less than fifteen (15) days before the event's scheduled move-in date. If OCFEC Business Partner fails to submit the COVID-19 related infection mitigation protocols and procedures on time, the OCFEC in its sole and absolute discretion may terminate the agreement and cancel the event without notice.

9. FURTHER ACTION AS NECESSARY

The OCFEC reserves the right to modify these COVID-19 Guidelines as circumstances warrant. Specifically, the OCFEC recognizes that additional restrictions not reflected in these guidelines may be necessary to address the health and safety of certain populations depending upon their age or underlying health concerns, or otherwise to address medical issues as they arise.

I HAVE CAREFULLY READ THIS AGREEMENT EXHIBIT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A CONTRACTUAL AGREEMENT BETWEEN MYSELF AND THE 32ND DISTRICT AGRICULTURAL ASSOCIATION, THE STATE, CFSA, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed on _____, 20____

OCFEC BUSINESS PARTNER

_____
Signature

_____
Address

_____
Address

-End Exhibit I-

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev. 03/2019)

R_____ A_____ F_____

AGREEMENT NUMBER
SA-078-21CF

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
CALIFORNIA RARE FRUIT GROWERS, INC.

2. The term of this Agreement is: **07/12/2021** through **08/19/2021** **FED ID:**

3. The maximum amount of this Agreement is: **$630.00**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work **–** To provide rare and tropical fruits exhibit for the OC Fair & Event Center	Pages 2 -4
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 5-6
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 7-10
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 11 - 14
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 15 - 17
Exhibit F – OCFEC Megan's Law Screening & Certification Form (Attached hereto as part of this agreement)	Pages 18 - 19
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 20 - 21
Exhibit H – Additional Contract Terms & Conditions (Attached hereto as part of this agreement)	Pages 22 - 23
Exhibit I – COVID-19 Infection Mitigation Protocol & Procedure Guidelines (Attached hereto as part of this agreement)	Pages 24 - 26

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
CALIFORNIA RARE FRUIT GROWERS, INC.

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
John McNeill, Chairman

CONTRACTOR BUSINESS ADDRESS
49 Bonita Vista, Foothill Ranch, CA 92610 phone: 949-282-7440 email: Tothegr8stm8@yahoo.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND District Agricultural Association/OC Fair & Event Center

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Joan Hamill, Chief Business Development Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

CONTRACT REPRESENTATIVES

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER
Evy Young, Supervisor
Phone Number (714) 708-1925

CALIFORNIA RARE FRUIT GROWERS, INC. – OC Chapter
John McNeill, Chairman
Phone 949-282-7440
Email: Tothegr8stm8@yahoo.com

SCOPE OF WORK

1. To provide an informative exhibit to educate the public about rare and tropical fruits from July 16 – August 15 at Centennial Farm for the 2021 OC Fair.

2. To provide fully-staffed demonstrations, educational talks and public interaction at the exhibit during operational hours, Wednesday through Sunday, from 10:00 a.m. – 10:00 p.m.

3. To set up the demonstration area between Monday, July 12, and Wednesday, July 14, between the hours of 8:00 a.m. and 5:00 p.m. Setup shall be completed by 5:00 p.m. on Wednesday, July 14.

4. To remove the exhibit and all display materials by Thursday, August 19, between the hours of 10:00 a.m. and 5:00 p.m.

5. To supply decorations, signage and educational materials for the exhibit and provide all necessary cleaning after each session.

6. To provide to the District by Monday, June 21, Contractor's exhibit staffing schedule, including names, dates and time slots.

7. To provide proof of insurance (Exhibit E).

8. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have all been processed through Megan's Law screening and each certified by the Contractor not to be a registered sex offender per the Megan's Law registry (Exhibit F).

9. The District reserves the right to terminate any contract at any time with or without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

DISTRICT AGREES:

1. To provide an exhibit space in the Rare Fruit Growers Gazebo located at Centennial Farm.

2. To provide necessary admission credentials and parking passes to Contractor.

3. To pay Contractor a total sum not to exceed SIX HUNDRED THIRTY DOLLARS ($630.00) upon satisfactory completion of services herein required and upon receipt of proper invoice. Payment will be net 10 and delivered via US Mail.

End Exhibit A

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5100-42

PAYMENT PROVISIONS:

Payment will be made Net 30 upon satisfactory completion of services herein required and upon receipt of proper invoice.

Invoice shall be itemized and contain the District's Purchase Order number. Invoice to be sent via email to AP@ocfair.com or mailed as follows:

OC Fair & Event Center
Attn: Accounts Payable
88 Fair Drive
Costa Mesa, CA 92626

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL:**
   This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
   No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
   Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
   Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
   The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR*:***
   Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:
During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:
Time is of the essence in this Agreement.

13. COMPENSATION:
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:
The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)
Page 3 of 4

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC 04/2017 / CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)
Page 2 of 4

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:**
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. **GENDER IDENTITY**:
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)
Page 3 of 4

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)
Page 4 of 4

4. CONTRACTOR NAME CHANGE:
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:
A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION:
Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:
This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS
Page 1 of 3

California Fair Services Authority #19-02

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate – The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. Coverages:

   a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall be not less than **$5,000,000 per occurrence** for Fairtime Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **$5,000,000 per occurrence** for the following types of Motorized Events: automobile races, drifting exhibitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, enduro, pro stock; **$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races; **$3,000,000 per occurrence** for Rodeo Events all types **with a paid gate** and any Rough Stock events; **$2,000,000 per occurrence** for Rodeo Events All Types **without a paid gate** and with any Rough Stock events and for Swap Meets/Flea Markets held two or more times per calendar year; **$2,000,000 per occurrence** for the following Motorized events: car jumping contests/demonstrations of hydraulic modifications to automobiles; **$2,000,000 per occurrence** for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Cannabis Festivals/Trade Shows, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; **$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events**; $1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

   The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the contractor/renter's activities, or business to be conducted under the contract or rental agreement/lease, must be listed in the Certificate of Insurance. If there is a self-insured retention or deductible in the contractor/renter's coverage equal to or in excess of $100,000, the self-insured retention/deductible amount shall be included as part of the Certificate of Insurance. A copy of the contractor/renter's policy declaration page containing this

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)
Page 2 of 3

information as an attachment/exhibit to the Certificate of Insurance will be acceptable, provided it contains all the aforementioned information.

b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than $1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.

c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

d. Medical Malpractice - Medical Malpractice coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving medical services.

e. Liquor Liability - Liquor Liability coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

5. Certificate Holder:
   - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
   - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

B. CFSA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

C. Master Certificates - A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)
Page 3 of 3

performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.

2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.

2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.

3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.

4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

-End Exhibit E-

EXHIBIT F – MEGAN'S LAW SCREENING CERTIFICATION AND LISTING

OC Fair & Event Center

Page 1 of 2

This form must be completed legibly, with all information requested. Typewritten or computer-generated forms or reports may be substituted provided that: all required information is included in columnar form, and the listing report is attached to this form. The certification section must be signed by an authorized representative of the contractor.

Company/Organization Name: _____

Contact Name: _____ **Contact Telephone :**_____

Type of Company/Organization (Circle one):	**Contractor**	**Consultant**	**Concessionaire**
	Entertainer	**Exhibitor**	**Volunteer**

Other/Explanation if Needed: _____

The undersigned represents and warrants that attached to this Megan's Law Screening Certification and Listing is a full, true, correct, complete, and accurate listing of all persons scheduled to work or volunteer for the company/organization identified above ("Contractor") during the annual OC Fair or Imaginology. If any other or additional individuals will be performing work, labor, or services, I understand that my company/organization is required to submit a supplemental listing(s) identifying those individuals.

The undersigned represents and warrants that all persons and individuals performing services on behalf of Contractor, including, but not limited to, its agents, employees, subcontractors, and volunteers have been screened for sex offender registration before each individual commenced work, services, and/or was present at the OCFEC facility. The undersigned represents and warrants that no individual who is a registered sex offender will be assigned or permitted to perform services on behalf of Contractor at or on OCFEC premises.

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless OCFEC from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorney's fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of Contractor's obligations under this Megan's Law Screening Certification and Listing, regardless of responsibility of negligence; by reason of death, injury, property damage, however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Contractor, or any of its employees or agents).

The undersigned represents and warrants that he/she is fully authorized to execute this Megan's Law Screening Certification and Listing on behalf of Contractor.

_____ _____

Company/Organization Representative's Signature Title of Representative

_____ _____

Printed Name Date

EXHIBIT F – MEGAN'S LAW SCREENING CERTIFICATION AND LISTING (CONT.)
OC Fair & Event Center
Page 2 of 2

Megan's Law Screening Listing

Full Name (Last, First Middle)	Full Name (Last, First Middle)

Please duplicate this listing sheet if additional space is required

EXHIBIT G – UNIFORM AND ID PROCEDURES & CERTIFICATION

PROCEDURE 0004: Uniforms for Contractors and their Employees.

PPE (Personal Protective Equipment): Closed-toe shoes and steel toe work shoes/boots where appropriate and other PPE as required by task and OSHA guidelines.

Purpose: To ensure all OCFEC contractors, including employees, are wearing company approved uniforms when present in a working capacity at the OCFEC.

1. Each OCFEC contractor and its respective employees (collectively, "Contractor") shall wear their own company uniform at all times when working on OCFEC property, including without limitation, the Pacific Amphitheatre, The Hangar and Action Sports Arena.

2. A uniform can be a logo T-shirt, polo style shirt or full button down shirt; if a jacket (or outerwear) is also required, the jacket must have the company logo on the front of the jacket. OCFEC will require pre-approval of the company uniform style and logo. The company logo must be highly visible and non-offensive in nature.

3. If a Contractor wears a jacket (or outerwear), the required photo identification must remain visible at all times (Part X – Section A-6, Procedure 0005).

4. If any OCFEC Contractor is not in the proper company uniform, he or she will be asked to leave the OCFEC premises and may not return until he or she is wearing the required uniform.

5. If any OCFEC Contractor violates OCFEC procedures, including this OCFEC Contractor Uniform Policy, OCFEC management will ask the Contractor to permanently replace that employee.

6. Continued lack of support for, or adherence to, OCFEC procedures, including this OCFEC Contractor Uniform Policy, may result in the cancellation of the contract between the OCFEC and contractor.

PROCEDURE 0005: OCFEC Contractors and their Employees wearing identification in the Pacific Amphitheatre, backstage and on OCFEC property.

PPE (Personal Protective Equipment): Break-away OCFEC photo identification card lanyard.

Purpose: To ensure all contractors and their employees are properly wearing required identification in the proper manner.

1. Each OCFEC contractor and its respective employees (collectively, "Contractor") must wear OCFEC approved and supplied photo identification cards around their neck or in another highly visible area at all times while working for the OCFEC. (Note: an additional clip option is available due to work requirements).

2. The OCFEC department Director responsible for the work area will provide a complete list of all Contractors to badging trailer personnel. All Contractors must visit the OCFEC trailer to have their photograph taken and to be provided with their OCFEC photo identification card and a break-away lanyard (and/or clip if requested by the contractor).

3. The OCFEC department Director responsible for the work area will provide a copy of this OCFEC Contractor Photo Identification Procedure to all contractors to review and this OCFEC Contractor Photo Identification Procedure shall be incorporated as part of all OCFEC contracts.
4. Contractors may not access the backstage area of the Pacific Amphitheatre without a backstage pass, which must be pre-approved by the OCFEC department Director and OCFEC Vice President responsible for the work area.

5. All OCFEC department Directors and OCFEC Vice Presidents must forward to the Pacific Amphitheatre backstage Security Manager the name of each OCFEC Contractor that was issued a backstage pass by that Department Director or OCFEC Vice President. Only the Pacific Amphitheatre backstage Security Manager has the authority to provide OCFEC Contractors with Pacific Amphitheatre backstage passes. All Pacific Amphitheatre backstage passes must be worn by the OCFEC Contractor as described above.

6. All Contractors must be courteous and cooperative when at any venue access point, entry, gate or if approached by Security/Law Enforcement for ID inspection.

7. Contractors will be allowed in the Pacific Amphitheatre backstage area only to perform job functions; once the Contractor completes the Contractor's job functions in the Pacific Amphitheatre backstage area, Contractor must immediately leave the area.

8. Contractors not properly wearing required OCFEC identification will be asked to leave, or may be escorted from, the OCFEC property.

9. If any OCFEC Contractor violates OCFEC procedures, including this OCFEC Contractor Photo Identification Procedure, OCFEC management will ask the Contractor to permanently replace that employee.

10. Continued lack of support for, or adherence to, OCFEC procedures, including this OCFEC Contractor Photo Identification Procedure, may result in the cancellation of the contract between the OCFEC and Contractor.

By signing this form, the bidder has read and understood OCFEC's policies above, and is agreeing to follow all procedures.

_____ _____
(Print Name & Title) (Signature)

_____
(Date)

If this status form is not completely filled out, signed and submitted with bidder's response to the IFB, the bid will be rejected as non-responsive.

-End Exhibit G-

EXHIBIT H – ADDITIONAL CONTRACT TERMS AND CONDITIONS

1. AUTHORIZED REPRESENTATIVE

Contractor must maintain one (1) or more English speaking representatives who are authorized to take immediate action and make requested adjustments and/or changes as required by District Management. This person must be identified to the District as the Contractor's authorized representative.

2. LICENSES, PERMITS AND CERTIFICATIONS

Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s), permits(s) and certification(s) required by law or as part of this contract for accomplishing any work required in connection with this agreement. In the event any license(s), permit(s) or certification(s) expire at any time during the term of this contract, Contractor agrees to provide agency a copy of the renewed license(s), permit(s) or certification(s) within thirty (30) days following the expiration date

In the event the Contractor fails to keep in effect at all times all required license(s), permit(s), and certification(s), the District may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

3. SITE ACCESS

District shall allow Contractor access to the District's property as needed. If access is required during annual OC Fair hours, the District will provide necessary admission and parking credentials for the employees performing in service of the contract.

4. INSURANCE

Proof of insurance, meeting the requirements of the State (see Exhibit E) must be made available to the District within fifteen (15) days of contract award. Failure to do so could result in termination of said contract.

5. WORK PERMIT LAW

If Contractor employs youth under the age of eighteen (18) years, he/she is required by law to see that each such employee holds a valid work permit. Contractor is further required to adhere to all applicable child labor laws.

6. PERSONNEL

All Contractor employees are employees of the Contractor and not the District. No agent, servant or employee of the Contractor will under any circumstances be deemed an agent, servant or employee of the District.

The District reserves the sole absolute right to determine, at its discretion, that any person or agent used by Contractor in the performance of the contract shall be excluded from such performance on the grounds that his or her appearance or conduct is detrimental to the District's operation. Determination of these matters by District Management shall be final.

7. POTENTIAL SUBCONTRACTORS/INDEPENDENT CONTRACTORS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any subcontractors/independent contractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations contained herein. The Contractor agrees to be as fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor's obligation to pay its subcontractors/independent contractors is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any subcontractor/independent contractor.

Subcontracting of goods or services must be approved in writing by the District.

ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

8. SUPPLIERS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any suppliers.

The Contractor agrees to be as fully responsible to the District for the acts and omissions of its suppliers and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its suppliers is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any supplier.

9. TRAVEL, TRANSPORTATION AND ACCOMMODATIONS

Contractor is responsible for all necessary travel, fuel, transportation and housing accommodations.

10. INVOICES

Invoices shall be submitted upon completion of services rendered to the District.

All invoices must contain Contractor's invoice number, District-issued Purchase Order (PO) number, detailed work logs and hours by Service Type for the labor required to fulfill these services.

Contractor shall send invoices and any supporting documentation via email to AP@ocfair.com (the District's preferred mechanism) or mail to OC Fair & Event Center, Attn: Accounts Payable, 88 Fair Drive, Costa Mesa, CA 92626.

Upon contract award and throughout the duration of the contract, Contractor shall work with the District to ensure invoicing needs are continually met.

11. PAYMENT

Payments to the Contractor will be made by the 32nd District Agricultural Association and paid in full within 30 days upon satisfactory completion of each event and receipt of proper invoice.

12. PRICING/FINANCIAL PROPOSAL BID FORM

The Financial Proposal Bid Form will be used to develop the "not to exceed" amount of the contract. The estimated quantities provided are based upon historical experience and anticipated future needs, and may change depending upon actual needs/usage. Billing/invoicing will be determined by multiplying actual usage by the Service Type rate as entered on the Financial Proposal Bid Form.

The District may elect to add a contingency line item to accommodate specifications within the scope of the effort, if approved by the District, during the implementation of this contract.

13. MEGAN'S LAW SCREENING

All of Contractor's employees, agents, servants, volunteers, independent contractors and/or employees, agents, servants, volunteers, independent contractors of Contractor's subcontractors who will be performing job related duties on District premises must pass background checks under "Megan's Law" as required by the District's current Megan's Law policy (and as that policy may be amended by the District from time to time), and any other reasonable background checks that may be required by the District as a result of policies adopted by the District's Board of Directors. Contractor will certify in writing that they have conducted the required screening and will indemnify the District for any negligence arising out of or connected with their obligations pertaining to the required screening. Contractor shall not be held liable for the lack of or inaccuracies in reporting made available by the states. A full, true and correct copy of the District's current Megan's Law policy is attached.

ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

14. RIGHT TO REPLACE/DISMISS

Contractor's onsite personnel are subject to approval of the District during the entire term of contracted services. The District has the right, in accordance with applicable law, to require replacement of Contractor's onsite personnel or any member of Contractor's onsite personnel.

If at any time the District determines that any employee, agent or officer of Contractor or of Contractor's permitted subcontractors, is in violation of District policies regarding harassment, discrimination or offensive behavior or Megan's Law, or fails to meet the District's safety and customer service standards, the District may notify Contractor verbally and/or in writing. Contractor will promptly correct the behavior, performance or condition giving rise to the notification described herein to the satisfaction of the District. If Contractor fails to correct the behavior, performance or condition giving rise to the notification described herein, the District may demand that Contractor (or Contractor's subcontractor, as the case may be) cease using said employee at the District's facilities and Contractor (or Contractor's subcontractor, as the case may be) will promptly comply with such request. If the District requests replacement of onsite personnel or any of its members, Contractor must furnish a replacement immediately or as otherwise determined necessary by the District. Nothing contained in this paragraph shall obligate the District to monitor the behavior of Contractor's employees or of Contractor's subcontractor's employees. The District retains the right to review the resumes of all Contractor personnel and confirm compliance.

15. GRATUITIES

Contractor is prohibited from offering any gift or gratuity to employees and/or officers of the 32nd District Agricultural Association, as employees and officers are not permitted to accept them under any circumstances. Contractor and/or Contractor's employees shall not solicit or accept any gifts. This includes cash, tickets, food, drinks, merchandise or any other items from District staff, promoters and/or vendors to perform the functions detailed in this agreement. Any violations of this policy may result in the dismissal of the employee and a performance violation notice issued to the Contractor.

16. EVALUATION OF CONTRACTOR PERFORMANCE

Contractor will be evaluated on their performance, including, but not limited to, Contractor's record of conforming to contract requirements and to standards of good workmanship; Contractor's record of forecasting and controlling costs; Contractor's adherence to contract schedules, including the administrative aspects of performance; Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; Contractor's record of integrity and business ethics, and generally, Contractor's business-like concern for the interest of the District and its customers.

Contractor shall work with District staff to ensure contract compliance, whether by phone, email or in-person meetings, as determined necessary by the District. The District retains the right to notify Contractor of any performance issues at any time for the duration of the contract term. Notification will be provided in writing to Contractor, whereupon Contractor shall have five (5) days to respond to the District's request for compliance. Unless mutually agreed upon otherwise, performance issues shall be corrected within fifteen (15) days of District's notification to Contractor.

Failure to supply equipment and/or personnel as required may result in a notice of default and/or an adjustment to the fees charged for equipment and/or labor.

Contractor may be disqualified from potential bidding opportunities if the District deems Contractor as unresponsive to repeated requests for corrective action.

17. NON-EXCLUSIVE AGREEMENT

Contractor understands and agrees that this is a non-exclusive agreement. The District may hire other contractors for work of a similar or identical nature.

ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)
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18. TERMINATION

The District reserves the right to terminate any contract at any time with or without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations and/or performances required in the terms of the contract.

19. 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.

20. PHONE NUMBERS

Contractor shall provide the District with phone numbers for their authorized representative(s) and with a 24-hour "On Call" phone number for emergencies.

21. VEHICLES, EQUIPMENT AND SUPPLIES

All vehicles and equipment such as utility carts, trucks, trailers, vans, boom lifts, scissor lifts, pressure washers, back pack blowers, hand trucks, brooms, hoses and pickers and all cleaning supplies such as stripper, detergents, sanitizers, air fresheners and other chemicals shall be owned and/or provided by Contractor. The District will provide consumable paper products, waste receptacles and plastic waste receptacle liners. All vehicles and equipment will be clearly marked with Contractor's company name and/or logo. Equipment shall be in proper operating condition with all guards in place. No equipment shall be left unattended. Equipment and supplies must be stored in designated areas agreed upon by the District. All Safety Data Sheets (SDS) for all chemical-cleaning products used must be on-site accessible by the District, per Global Harmonization System (GHS). Contractor shall take all necessary safety precautions when using vehicles, equipment and cleaning products. Drivers of all vehicles and equipment shall possess a valid driver license and be 18 years of age or older. Street sweepers should be South Coast Air Quality Management District Rule 1186 certified and Rule 1186.1 compliant and no older than 2 years. Contractor shall furnish all necessary labor, supervision, equipment, tools, materials (excluding dumpsters), permits, transportation and insurance in the performance of these specifications.

22. VEHICLE UTILITY CARTS

Contractor may provide utility carts for employees, if necessary, to complete Scope of Work. Carts are not permitted to park in front of buildings or in pathways blocking pedestrian access points. Drivers shall possess a valid driver's license and be 18 years of age or older and abide by all applicable local, State and Federal laws related to cart safety. Weather protection of equipment is the responsibility of the Contractor.

23. VENUE CLEAN-UP

a. Contractor is to keep job site clean daily and upon project completion.
b. Contractor shall sweep and blow all debris daily and upon project completion.
c. Contractor will dump all green waste in the provided 40 yard dumpster on OCFEC grounds.
d. Do not dispose of any construction material or project waste on OCFEC grounds or in OCFEC containers.
e. Contractor is to keep all compound and chemicals out of storm drains & sewers.
f. Contractor will protect ground surfaces from oil and other leaks that may come from service trucks.

ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

24. TELEPHONE NUMBERS

Contractor shall provide the District with a 24-hour "On Call" phone number for emergencies and event schedule changes.

25. PERSONNEL POLICY

All Contractor employees must receive an orientation on the duties they will be required to perform, safety training to ensure employees working with chemicals are familiar with SDS per GHS and harassment training (prior to working). In addition, ongoing customer service training will be required during the term of this contract to educate current employees and new hires. Contractor is required to supply all required training and a schedule of planned training shall be provided to the District at the beginning of every quarter in January, April, July and October. All employees will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property; when entering and while working on the grounds. Badges will have the name visible and worn on the upper right or left torso. All badges must be returned from terminated employees. All other employee badges must be returned on Friday following the end of the OC Fair. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

26. UNIFORMS AND BADGES

Contractor's employees shall be at all times neatly and cleanly uniformed and must meet reasonable prescribed grooming guidelines and appearance standards.
The District requires Contractor's employees to wear badges, identification cards, and/or credentials in a clearly visible location (per attached procedure) while Contractor's employees are on the District's premises. Contractor personnel will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property, when entering and while working on the grounds. Badges shall have the name visible and worn on the upper right or left torso. Badges are specific to each person and are non-transferable. All badges must be returned from terminated employees. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

27. SUBCONTRACTING

Subcontracting of goods or services must be approved in writing, by the District.

28. FIRE REGULATIONS

All fire regulations as prescribed by the State Fire Marshal must be strictly adhered to.

-End Exhibit H-

EXHIBIT I – COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

1. SCOPE

As a result of the worldwide COVID-19 pandemic, the 32nd District Agricultural Association (OCFEC) implemented numerous essential protocols and procedures to protect OCFEC staff, renters, event promoter/producer employees, exhibitors, vendors, contractors, subcontractors, volunteers and members of the public. These protocols and procedures do not supersede or replace any existing orders issued by local governments, the State of California or the Federal Government. The protocol and procedure guidelines (COVID-19 Guidelines) apply equally to all organizations and persons doing business on OCFEC property, both public and private, and all event types, commercial, trade or other, hosted at the OCFEC.

2. SICK, ELDERLY AND VULNERABLE PERSONS

Anyone who feels sick should remain at home. In addition, high-risk persons who are over 65 years of age, or anyone with chronic illness or underlying medical conditions, should continue to follow recommendations to stay at home and limit public interaction.

3. PHYSICAL DISTANCING IN THE WORKPLACE

Physical distancing of a minimum of six (6) feet should be maintained between customer-facing employees and the general public, and – to the extent practical – between employees in the field or at employee workstations. Where isolation of employees in the field or at employee workstations is impractical, face coverings must be worn without exception.

4. HANDWASHING, PERSONAL PROTECTIVE EQUIPMENT, AND TESTING

Renters, event promoters, event producers, exhibitors, vendors, and their respective contractors, subcontractors and volunteers (collectively, “Business Partners”) conducting business at the OCFEC must require all customer-facing employees to either wash their hands or use hand sanitizer every thirty minutes, or wear disposable gloves which are to be changed as frequently as specified by guidelines established for each applicable job assignment. Face coverings must be provided to all employees.

Before starting a shift, all OCFEC employees and all Business Partner employees, must have their temperatures taken and documented, and individual(s) will not be permitted to remain at work if the temperature reading exceeds 100.4 degrees (°) Fahrenheit. Affected individual(s) may only return to work after registering and documenting their temperature reading below 100.4° Fahrenheit for seventy-two (72) consecutive hours.

All OCFEC event attendees, before entering OCFEC premises, must have their temperatures taken and documented. Any OCFEC event attendee with a temperature reading above 100.4° Fahrenheit will not be permitted to attend the event and will be required to immediately leave the OCFEC premises. Paid admission/parking fee refunds will be subject to processing schedule.

All competitive professional and amateur sports participants, including youth sports participants, must be tested for COVID-19 at least one (1) week before the date of the scheduled competition, and will not be permitted to compete if the intended participant tests positive for COVID-19. If the intended participant tests positive for COVID-19, he/she will not be allowed to participate in any activities at the OCFEC until after (i) receiving a negative result on a subsequent COVID-19 test and (ii) satisfying the specified 14-day (or otherwise governmentally specified) COVID-19 quarantine period.

EXHIBIT I – COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

OCFEC Business Partners should make every effort to limit physical touch points at their respective places of business, including at the OCFEC. All OCFEC event promoters must significantly increase frequency of sanitation and disinfection measures at all workstations and equipment that come into contact with OCFEC employees and the general public. All OCFEC Business Partners must assess and identify the frequency of necessary sanitation and disinfection practices, and will review and agree upon a sanitation and disinfection schedule with the OCFEC.

Face coverings and disposable gloves must be worn by all OCFEC Business Partner customer-facing employees. All OCFEC event attendees and visitors must wear appropriate face coverings. Physical barriers, if available, are preferred but not required as the general public will make the personal decision of whether to attend an event at the OCFEC and/or patronize an OCFEC Business Partner. For the benefit of the public, OCFEC employees and Business Partner employees, handwashing or hand sanitizing should be done as soon as possible following the handling of materials that come in contact with the general public.

5. EVENT ATTENDANCE LIMITATIONS

Attendance at all OCFEC events, including all move-in and move-out activities, must be limited at any given time, to no more than the current maximum attendance levels permitted by all applicable local and state orders or laws.

OCFEC Business Partners must establish and actively enforce measures to monitor and ensure attendance limitation compliance. If an OFCEC Business Partner fails to comply with event attendance limitations, the OCFEC in its sole and absolute discretion may cancel the event without notice and refer the matter to local law enforcement.

6. OCFEC BUSINESS PARTNER COMPLIANCE

OCFEC Business Partners shall make every effort to assure compliance with COVID-19 related mitigation requirements. If an OCFEC Business Partner fails to comply with these COVID-19 Guidelines, the OCFEC in its sole and absolute discretion may close non-compliant event spaces, exhibitor spaces or other such rental spaces, or may cancel the event without notice and refer the matter to local law enforcement.

7. COVID-19 RELEASE AND WAIVER OF LIABILITY

As consideration for being permitted to conduct event activities at the OCFEC, OCFEC Business Partners must acknowledge and agree to all COVID-19 Pandemic and related governmental orders, directives and guidelines, and forever release the 32nd District Agricultural Association, the State, California Fair Services Authority (“CFSA”), the County, the Lessor, and any fair affiliated organization, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively “Releasees”) from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner’s employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner’s participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.

EXHIBIT I – COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

8. EVENT ORGANIZATION PROTOCOLS

Each OCFEC Business Partner must submit event organization-specific COVID-19 related infection mitigation protocols and procedures for OCFEC review and approval no later than thirty (30) days before the event's scheduled move-in date. The OCFEC reserves the right to reject any protocols and procedures that are in conflict with, or are less stringent than, the COVID-19 Guidelines. If the OCFEC rejects the OCFEC Business Partner's COVID-19 related infection mitigation protocols and procedures, the OCFEC Business Partner must resubmit revised infection mitigation protocols and procedures for review no less than fifteen (15) days before the event's scheduled move-in date. If OCFEC Business Partner fails to submit the COVID-19 related infection mitigation protocols and procedures on time, the OCFEC in its sole and absolute discretion may terminate the agreement and cancel the event without notice.

9. FURTHER ACTION AS NECESSARY

The OCFEC reserves the right to modify these COVID-19 Guidelines as circumstances warrant. Specifically, the OCFEC recognizes that additional restrictions not reflected in these guidelines may be necessary to address the health and safety of certain populations depending upon their age or underlying health concerns, or otherwise to address medical issues as they arise.

I HAVE CAREFULLY READ THIS AGREEMENT EXHIBIT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A CONTRACTUAL AGREEMENT BETWEEN MYSELF AND THE 32ND DISTRICT AGRICULTURAL ASSOCIATION, THE STATE, CFSA, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed on _____, 20____

OCFEC BUSINESS PARTNER

_____
Signature

_____
Address

_____
Address

-End Exhibit I-

STATE OF CALIFORNIA
STANDARD AGREEMENT **R_____ A_____ F_____**
STD 213 (Rev. 03/2019)

AGREEMENT NUMBER
SA-079-21CF

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
ORANGE COUNTY BEEKEEPERS ASSOCIATION

2. The term of this Agreement is: **07/12/2021** through **08/19/2021** **FED ID:**

3. The maximum amount of this Agreement is: **$0.00**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work **–** To provide beekeeping exhibit for the OC Fair & Event Center	Page 2
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 3
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Page 4 -7
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 8-11
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 12-14
Exhibit F – OCFEC Megan's Law Screening & Certification Form (Attached hereto as part of this agreement)	Pages 15-16
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 17-18
Exhibit H – Additional Contract Terms & Conditions (Attached hereto as part of this agreement)	Pages 19-23
Exhibit I – COVID-19 Infection Mitigation Protocol & Procedure Guidelines (Attached hereto as part of this agreement)	Pages 24-26

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
ORANGE COUNTY BEEKEEPERS ASSOCIATION

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Liz Savage, Representative

CONTRACTOR BUSINESS ADDRESS
1142 W. Porter Ave., Fullerton, CA 92833 714-348-7486, email: lizsavage@sbcglobal.net

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND District Agricultural Association/OC Fair & Event Center

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Joan Hamill, Chief Business Development Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACT REPRESENTATIVES

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER
Evy Young, Supervisor
Phone Number (714) 708-1925

ORANGE COUNTY BEEKEEPERS ASSOCIATION
Liz Savage, Representative
Phone number (714) 348-7486
Email: lizsavage@sbcglobal.net

SCOPE OF WORK

A. To provide an informative beekeeping exhibit to educate the public at Centennial Farm from July 16 – August 15 for the 2021 OC Fair.

B. To provide fully-staffed demonstrations, educational talks and public interaction at the exhibit during operational hours, including Wednesdays & Thursdays, from 10:00 a.m. – 10:00 p.m., and Fridays through Sundays, from 10:00 a.m. – 11:00 p.m.

C. To provide to the District by Monday, June 21. Contractor's exhibit staffing schedule, including names, dates and time slots.

D. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have all been processed through Megan's Law screening and each certified by the Contractor not to be a registered sex offender per the Megan's Law registry (Exhibit F).

E. To set up the demonstration area beginning Monday, July 12, through Wednesday, July 14, between the hours of 8:00 a.m. and 5:00 p.m. Setup shall be completed by 5:00 p.m., Wednesday, July 14.

F. To supply educational materials for the exhibit and provide all necessary cleaning after each session.

G. To provide "Honey Stix" and beeswax candles for purchase, as available. To obtain all appropriate permits from the Orange County Health Care Agency to ensure the exhibit is at all times operating within the parameters set by this Agency.

H. To remove the exhibit and all display materials by Thursday, August 19, between the hours of 10:00 a.m. and 5:00 p.m.

I. To provide proof of insurance (Exhibit E).

J. The District reserves the right to terminate any contract at any time with or without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

DISTRICT AGREES:

A. To provide one (1) exhibit space at the Centennial Farm. Final size and location to be determined by the District.

B. To provide table(s) and chair(s), as necessary.

C. To allow Contractor to sell beekeeping and honey-related items. All items must be pre-approved by the District.

D. To provide credentials and parking passes, as necessary.

End of Exhibit A

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: N/A

PAYMENT PROVISIONS:

Payment will be made Net 30 upon satisfactory completion of services herein required and upon receipt of proper invoice.

Invoice shall be itemized and contain the District's Purchase Order number. Invoice to be sent via email to AP@ocfair.com or mailed as follows:

OC Fair & Event Center
Attn: Accounts Payable
88 Fair Drive
Costa Mesa, CA 92626

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL:**
   This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
   No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
   Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
   Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
   The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR*:***
   Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

Page 2 of 4

9. RECYCLING CERTIFICATION:
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:
During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:
Time is of the essence in this Agreement.

13. COMPENSATION:
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:
The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)
Page 3 of 4

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC 04/2017 / CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)
Page 2 of 4

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:**
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. **GENDER IDENTITY**:
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)
Page 3 of 4

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)
Page 4 of 4

4. CONTRACTOR NAME CHANGE:
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:
A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION:
Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:
This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority #19-02

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate – The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. Coverages:

   a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall be not less than **$5,000,000 per occurrence** for Fairtime Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **$5,000,000 per occurrence** for the following types of Motorized Events: automobile races, drifting exhibitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, enduro, pro stock; **$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races; **$3,000,000 per occurrence** for Rodeo Events all types **with a paid gate** and any Rough Stock events; **$2,000,000 per occurrence** for Rodeo Events All Types **without a paid gate** and with any Rough Stock events and for Swap Meets/Flea Markets held two or more times per calendar year; **$2,000,000 per occurrence** for the following Motorized events: car jumping contests/demonstrations of hydraulic modifications to automobiles; **$2,000,000 per occurrence** for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Cannabis Festivals/Trade Shows, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; **$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events**; $1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

   The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the contractor/renter's activities, or business to be conducted under the contract or rental agreement/lease, must be listed in the Certificate of Insurance. If there is a self-insured retention or deductible in the contractor/renter's coverage equal to or in excess of $100,000, the self-insured retention/deductible amount shall be included as part of the Certificate of Insurance. A copy of the contractor/renter's policy declaration page containing this

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)
Page 2 of 3

information as an attachment/exhibit to the Certificate of Insurance will be acceptable, provided it contains all the aforementioned information.

b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than $1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.

c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

d. Medical Malpractice - Medical Malpractice coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving medical services.

e. Liquor Liability - Liquor Liability coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

5. Certificate Holder:
   - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
   - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

B. CFSA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

C. Master Certificates - A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)
Page 3 of 3

performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.

2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.

2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.

3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.

4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

-End Exhibit E-

EXHIBIT F – MEGAN'S LAW SCREENING CERTIFICATION AND LISTING

OC Fair & Event Center

This form must be completed legibly, with all information requested. Typewritten or computer-generated forms or reports may be substituted provided that: all required information is included in columnar form, and the listing report is attached to this form. The certification section must be signed by an authorized representative of the contractor.

Company/Organization Name: _____

Contact Name: _____ **Contact Telephone :**_____

Type of Company/Organization (Circle one):	**Contractor**	**Consultant**	**Concessionaire**
	Entertainer	**Exhibitor**	**Volunteer**

Other/Explanation if Needed: _____

The undersigned represents and warrants that attached to this Megan's Law Screening Certification and Listing is a full, true, correct, complete, and accurate listing of all persons scheduled to work or volunteer for the company/organization identified above ("Contractor") during the annual OC Fair or Imaginology. If any other or additional individuals will be performing work, labor, or services, I understand that my company/organization is required to submit a supplemental listing(s) identifying those individuals.

The undersigned represents and warrants that all persons and individuals performing services on behalf of Contractor, including, but not limited to, its agents, employees, subcontractors, and volunteers have been screened for sex offender registration before each individual commenced work, services, and/or was present at the OCFEC facility. The undersigned represents and warrants that no individual who is a registered sex offender will be assigned or permitted to perform services on behalf of Contractor at or on OCFEC premises.

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless OCFEC from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorney's fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of Contractor's obligations under this Megan's Law Screening Certification and Listing, regardless of responsibility of negligence; by reason of death, injury, property damage, however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Contractor, or any of its employees or agents).

The undersigned represents and warrants that he/she is fully authorized to execute this Megan's Law Screening Certification and Listing on behalf of Contractor.

_____ _____
Company/Organization Representative's Signature Title of Representative

_____ _____
Printed Name Date

EXHIBIT F – MEGAN'S LAW SCREENING CERTIFICATION AND LISTING (CONT.)
OC Fair & Event Center
Page 2 of 2

Megan's Law Screening Listing

Full Name (Last, First Middle)	Full Name (Last, First Middle)

Please duplicate this listing sheet if additional space is required

EXHIBIT G – UNIFORM AND ID PROCEDURES & CERTIFICATION

PROCEDURE 0004: Uniforms for Contractors and their Employees.

PPE (Personal Protective Equipment): Closed-toe shoes and steel toe work shoes/boots where appropriate and other PPE as required by task and OSHA guidelines.

Purpose: To ensure all OCFEC contractors, including employees, are wearing company approved uniforms when present in a working capacity at the OCFEC.

1. Each OCFEC contractor and its respective employees (collectively, "Contractor") shall wear their own company uniform at all times when working on OCFEC property, including without limitation, the Pacific Amphitheatre, The Hangar and Action Sports Arena.

2. A uniform can be a logo T-shirt, polo style shirt or full button down shirt; if a jacket (or outerwear) is also required, the jacket must have the company logo on the front of the jacket. OCFEC will require pre-approval of the company uniform style and logo. The company logo must be highly visible and non-offensive in nature.

3. If a Contractor wears a jacket (or outerwear), the required photo identification must remain visible at all times (Part X – Section A-6, Procedure 0005).

4. If any OCFEC Contractor is not in the proper company uniform, he or she will be asked to leave the OCFEC premises and may not return until he or she is wearing the required uniform.

5. If any OCFEC Contractor violates OCFEC procedures, including this OCFEC Contractor Uniform Policy, OCFEC management will ask the Contractor to permanently replace that employee.

6. Continued lack of support for, or adherence to, OCFEC procedures, including this OCFEC Contractor Uniform Policy, may result in the cancellation of the contract between the OCFEC and contractor.

PROCEDURE 0005: OCFEC Contractors and their Employees wearing identification in the Pacific Amphitheatre, backstage and on OCFEC property.

PPE (Personal Protective Equipment): Break-away OCFEC photo identification card lanyard.

Purpose: To ensure all contractors and their employees are properly wearing required identification in the proper manner.

1. Each OCFEC contractor and its respective employees (collectively, "Contractor") must wear OCFEC approved and supplied photo identification cards around their neck or in another highly visible area at all times while working for the OCFEC. (Note: an additional clip option is available due to work requirements).

2. The OCFEC department Director responsible for the work area will provide a complete list of all Contractors to badging trailer personnel. All Contractors must visit the OCFEC trailer to have their photograph taken and to be provided with their OCFEC photo identification card and a break-away lanyard (and/or clip if requested by the contractor).

3. The OCFEC department Director responsible for the work area will provide a copy of this OCFEC Contractor Photo Identification Procedure to all contractors to review and this OCFEC Contractor Photo Identification Procedure shall be incorporated as part of all OCFEC contracts.
4. Contractors may not access the backstage area of the Pacific Amphitheatre without a backstage pass, which must be pre-approved by the OCFEC department Director and OCFEC Vice President responsible for the work area.

5. All OCFEC department Directors and OCFEC Vice Presidents must forward to the Pacific Amphitheatre backstage Security Manager the name of each OCFEC Contractor that was issued a backstage pass by that Department Director or OCFEC Vice President. Only the Pacific Amphitheatre backstage Security Manager has the authority to provide OCFEC Contractors with Pacific Amphitheatre backstage passes. All Pacific Amphitheatre backstage passes must be worn by the OCFEC Contractor as described above.

6. All Contractors must be courteous and cooperative when at any venue access point, entry, gate or if approached by Security/Law Enforcement for ID inspection.

7. Contractors will be allowed in the Pacific Amphitheatre backstage area only to perform job functions; once the Contractor completes the Contractor's job functions in the Pacific Amphitheatre backstage area, Contractor must immediately leave the area.

8. Contractors not properly wearing required OCFEC identification will be asked to leave, or may be escorted from, the OCFEC property.

9. If any OCFEC Contractor violates OCFEC procedures, including this OCFEC Contractor Photo Identification Procedure, OCFEC management will ask the Contractor to permanently replace that employee.

10. Continued lack of support for, or adherence to, OCFEC procedures, including this OCFEC Contractor Photo Identification Procedure, may result in the cancellation of the contract between the OCFEC and Contractor.

By signing this form, the bidder has read and understood OCFEC's policies above, and is agreeing to follow all procedures.

_____ _____
(Print Name & Title) (Signature)

_____
(Date)

If this status form is not completely filled out, signed and submitted with bidder's response to the IFB, the bid will be rejected as non-responsive.

-End Exhibit G-

EXHIBIT H – ADDITIONAL CONTRACT TERMS AND CONDITIONS

1. AUTHORIZED REPRESENTATIVE

Contractor must maintain one (1) or more English speaking representatives who are authorized to take immediate action and make requested adjustments and/or changes as required by District Management. This person must be identified to the District as the Contractor's authorized representative.

2. LICENSES, PERMITS AND CERTIFICATIONS

Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s), permits(s) and certification(s) required by law or as part of this contract for accomplishing any work required in connection with this agreement. In the event any license(s), permit(s) or certification(s) expire at any time during the term of this contract, Contractor agrees to provide agency a copy of the renewed license(s), permit(s) or certification(s) within thirty (30) days following the expiration date

In the event the Contractor fails to keep in effect at all times all required license(s), permit(s), and certification(s), the District may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

3. SITE ACCESS

District shall allow Contractor access to the District's property as needed. If access is required during annual OC Fair hours, the District will provide necessary admission and parking credentials for the employees performing in service of the contract.

4. INSURANCE

Proof of insurance, meeting the requirements of the State (see Exhibit E) must be made available to the District within fifteen (15) days of contract award. Failure to do so could result in termination of said contract.

5. WORK PERMIT LAW

If Contractor employs youth under the age of eighteen (18) years, he/she is required by law to see that each such employee holds a valid work permit. Contractor is further required to adhere to all applicable child labor laws.

6. PERSONNEL

All Contractor employees are employees of the Contractor and not the District. No agent, servant or employee of the Contractor will under any circumstances be deemed an agent, servant or employee of the District.

The District reserves the sole absolute right to determine, at its discretion, that any person or agent used by Contractor in the performance of the contract shall be excluded from such performance on the grounds that his or her appearance or conduct is detrimental to the District's operation. Determination of these matters by District Management shall be final.

7. POTENTIAL SUBCONTRACTORS/INDEPENDENT CONTRACTORS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any subcontractors/independent contractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations contained herein. The Contractor agrees to be as fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor's obligation to pay its subcontractors/independent contractors is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any subcontractor/independent contractor.

Subcontracting of goods or services must be approved in writing by the District.

ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

8. SUPPLIERS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any suppliers.

The Contractor agrees to be as fully responsible to the District for the acts and omissions of its suppliers and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its suppliers is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any supplier.

9. TRAVEL, TRANSPORTATION AND ACCOMMODATIONS

Contractor is responsible for all necessary travel, fuel, transportation and housing accommodations.

10. INVOICES

Invoices shall be submitted upon completion of services rendered to the District.

All invoices must contain Contractor's invoice number, District-issued Purchase Order (PO) number, detailed work logs and hours by Service Type for the labor required to fulfill these services.

Contractor shall send invoices and any supporting documentation via email to AP@ocfair.com (the District's preferred mechanism) or mail to OC Fair & Event Center, Attn: Accounts Payable, 88 Fair Drive, Costa Mesa, CA 92626.

Upon contract award and throughout the duration of the contract, Contractor shall work with the District to ensure invoicing needs are continually met.

11. PAYMENT

Payments to the Contractor will be made by the 32nd District Agricultural Association and paid in full within 30 days upon satisfactory completion of each event and receipt of proper invoice.

12. PRICING/FINANCIAL PROPOSAL BID FORM

The Financial Proposal Bid Form will be used to develop the "not to exceed" amount of the contract. The estimated quantities provided are based upon historical experience and anticipated future needs, and may change depending upon actual needs/usage. Billing/invoicing will be determined by multiplying actual usage by the Service Type rate as entered on the Financial Proposal Bid Form.

The District may elect to add a contingency line item to accommodate specifications within the scope of the effort, if approved by the District, during the implementation of this contract.

13. MEGAN'S LAW SCREENING

All of Contractor's employees, agents, servants, volunteers, independent contractors and/or employees, agents, servants, volunteers, independent contractors of Contractor's subcontractors who will be performing job related duties on District premises must pass background checks under "Megan's Law" as required by the District's current Megan's Law policy (and as that policy may be amended by the District from time to time), and any other reasonable background checks that may be required by the District as a result of policies adopted by the District's Board of Directors. Contractor will certify in writing that they have conducted the required screening and will indemnify the District for any negligence arising out of or connected with their obligations pertaining to the required screening. Contractor shall not be held liable for the lack of or inaccuracies in reporting made available by the states. A full, true and correct copy of the District's current Megan's Law policy is attached.

ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

14. RIGHT TO REPLACE/DISMISS

Contractor's onsite personnel are subject to approval of the District during the entire term of contracted services. The District has the right, in accordance with applicable law, to require replacement of Contractor's onsite personnel or any member of Contractor's onsite personnel.

If at any time the District determines that any employee, agent or officer of Contractor or of Contractor's permitted subcontractors, is in violation of District policies regarding harassment, discrimination or offensive behavior or Megan's Law, or fails to meet the District's safety and customer service standards, the District may notify Contractor verbally and/or in writing. Contractor will promptly correct the behavior, performance or condition giving rise to the notification described herein to the satisfaction of the District. If Contractor fails to correct the behavior, performance or condition giving rise to the notification described herein, the District may demand that Contractor (or Contractor's subcontractor, as the case may be) cease using said employee at the District's facilities and Contractor (or Contractor's subcontractor, as the case may be) will promptly comply with such request. If the District requests replacement of onsite personnel or any of its members, Contractor must furnish a replacement immediately or as otherwise determined necessary by the District. Nothing contained in this paragraph shall obligate the District to monitor the behavior of Contractor's employees or of Contractor's subcontractor's employees. The District retains the right to review the resumes of all Contractor personnel and confirm compliance.

15. GRATUITIES

Contractor is prohibited from offering any gift or gratuity to employees and/or officers of the 32nd District Agricultural Association, as employees and officers are not permitted to accept them under any circumstances. Contractor and/or Contractor's employees shall not solicit or accept any gifts. This includes cash, tickets, food, drinks, merchandise or any other items from District staff, promoters and/or vendors to perform the functions detailed in this agreement. Any violations of this policy may result in the dismissal of the employee and a performance violation notice issued to the Contractor.

16. EVALUATION OF CONTRACTOR PERFORMANCE

Contractor will be evaluated on their performance, including, but not limited to, Contractor's record of conforming to contract requirements and to standards of good workmanship; Contractor's record of forecasting and controlling costs; Contractor's adherence to contract schedules, including the administrative aspects of performance; Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; Contractor's record of integrity and business ethics, and generally, Contractor's business-like concern for the interest of the District and its customers.

Contractor shall work with District staff to ensure contract compliance, whether by phone, email or in-person meetings, as determined necessary by the District. The District retains the right to notify Contractor of any performance issues at any time for the duration of the contract term. Notification will be provided in writing to Contractor, whereupon Contractor shall have five (5) days to respond to the District's request for compliance. Unless mutually agreed upon otherwise, performance issues shall be corrected within fifteen (15) days of District's notification to Contractor.

Failure to supply equipment and/or personnel as required may result in a notice of default and/or an adjustment to the fees charged for equipment and/or labor.

Contractor may be disqualified from potential bidding opportunities if the District deems Contractor as unresponsive to repeated requests for corrective action.

17. NON-EXCLUSIVE AGREEMENT

Contractor understands and agrees that this is a non-exclusive agreement. The District may hire other contractors for work of a similar or identical nature.

ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

18. TERMINATION

The District reserves the right to terminate any contract at any time with or without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations and/or performances required in the terms of the contract.

19. 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.

20. PHONE NUMBERS

Contractor shall provide the District with phone numbers for their authorized representative(s) and with a 24-hour "On Call" phone number for emergencies.

21. VEHICLES, EQUIPMENT AND SUPPLIES

All vehicles and equipment such as utility carts, trucks, trailers, vans, boom lifts, scissor lifts, pressure washers, back pack blowers, hand trucks, brooms, hoses and pickers and all cleaning supplies such as stripper, detergents, sanitizers, air fresheners and other chemicals shall be owned and/or provided by Contractor. The District will provide consumable paper products, waste receptacles and plastic waste receptacle liners. All vehicles and equipment will be clearly marked with Contractor's company name and/or logo. Equipment shall be in proper operating condition with all guards in place. No equipment shall be left unattended. Equipment and supplies must be stored in designated areas agreed upon by the District. All Safety Data Sheets (SDS) for all chemical-cleaning products used must be on-site accessible by the District, per Global Harmonization System (GHS). Contractor shall take all necessary safety precautions when using vehicles, equipment and cleaning products. Drivers of all vehicles and equipment shall possess a valid driver license and be 18 years of age or older. Street sweepers should be South Coast Air Quality Management District Rule 1186 certified and Rule 1186.1 compliant and no older than 2 years. Contractor shall furnish all necessary labor, supervision, equipment, tools, materials (excluding dumpsters), permits, transportation and insurance in the performance of these specifications.

22. VEHICLE UTILITY CARTS

Contractor may provide utility carts for employees, if necessary, to complete Scope of Work. Carts are not permitted to park in front of buildings or in pathways blocking pedestrian access points. Drivers shall possess a valid driver's license and be 18 years of age or older and abide by all applicable local, State and Federal laws related to cart safety. Weather protection of equipment is the responsibility of the Contractor.

23. VENUE CLEAN-UP

a. Contractor is to keep job site clean daily and upon project completion.
b. Contractor shall sweep and blow all debris daily and upon project completion.
c. Contractor will dump all green waste in the provided 40 yard dumpster on OCFEC grounds.
d. Do not dispose of any construction material or project waste on OCFEC grounds or in OCFEC containers.
e. Contractor is to keep all compound and chemicals out of storm drains & sewers.
f. Contractor will protect ground surfaces from oil and other leaks that may come from service trucks.

ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

24. TELEPHONE NUMBERS

Contractor shall provide the District with a 24-hour "On Call" phone number for emergencies and event schedule changes.

25. PERSONNEL POLICY

All Contractor employees must receive an orientation on the duties they will be required to perform, safety training to ensure employees working with chemicals are familiar with SDS per GHS and harassment training (prior to working). In addition, ongoing customer service training will be required during the term of this contract to educate current employees and new hires. Contractor is required to supply all required training and a schedule of planned training shall be provided to the District at the beginning of every quarter in January, April, July and October. All employees will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property; when entering and while working on the grounds. Badges will have the name visible and worn on the upper right or left torso. All badges must be returned from terminated employees. All other employee badges must be returned on Friday following the end of the OC Fair. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

26. UNIFORMS AND BADGES

Contractor's employees shall be at all times neatly and cleanly uniformed and must meet reasonable prescribed grooming guidelines and appearance standards.
The District requires Contractor's employees to wear badges, identification cards, and/or credentials in a clearly visible location (per attached procedure) while Contractor's employees are on the District's premises. Contractor personnel will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property, when entering and while working on the grounds. Badges shall have the name visible and worn on the upper right or left torso. Badges are specific to each person and are non-transferable. All badges must be returned from terminated employees. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

27. SUBCONTRACTING

Subcontracting of goods or services must be approved in writing, by the District.

28. FIRE REGULATIONS

All fire regulations as prescribed by the State Fire Marshal must be strictly adhered to.

-End Exhibit H-

EXHIBIT I – COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

1. SCOPE

As a result of the worldwide COVID-19 pandemic, the 32nd District Agricultural Association (OCFEC) implemented numerous essential protocols and procedures to protect OCFEC staff, renters, event promoter/producer employees, exhibitors, vendors, contractors, subcontractors, volunteers and members of the public. These protocols and procedures do not supersede or replace any existing orders issued by local governments, the State of California or the Federal Government. The protocol and procedure guidelines (COVID-19 Guidelines) apply equally to all organizations and persons doing business on OCFEC property, both public and private, and all event types, commercial, trade or other, hosted at the OCFEC.

2. SICK, ELDERLY AND VULNERABLE PERSONS

Anyone who feels sick should remain at home. In addition, high-risk persons who are over 65 years of age, or anyone with chronic illness or underlying medical conditions, should continue to follow recommendations to stay at home and limit public interaction.

3. PHYSICAL DISTANCING IN THE WORKPLACE

Physical distancing of a minimum of six (6) feet should be maintained between customer-facing employees and the general public, and – to the extent practical – between employees in the field or at employee workstations. Where isolation of employees in the field or at employee workstations is impractical, face coverings must be worn without exception.

4. HANDWASHING, PERSONAL PROTECTIVE EQUIPMENT, AND TESTING

Renters, event promoters, event producers, exhibitors, vendors, and their respective contractors, subcontractors and volunteers (collectively, “Business Partners”) conducting business at the OCFEC must require all customer-facing employees to either wash their hands or use hand sanitizer every thirty minutes, or wear disposable gloves which are to be changed as frequently as specified by guidelines established for each applicable job assignment. Face coverings must be provided to all employees.

Before starting a shift, all OCFEC employees and all Business Partner employees, must have their temperatures taken and documented, and individual(s) will not be permitted to remain at work if the temperature reading exceeds 100.4 degrees (°) Fahrenheit. Affected individual(s) may only return to work after registering and documenting their temperature reading below 100.4° Fahrenheit for seventy-two (72) consecutive hours.

All OCFEC event attendees, before entering OCFEC premises, must have their temperatures taken and documented. Any OCFEC event attendee with a temperature reading above 100.4° Fahrenheit will not be permitted to attend the event and will be required to immediately leave the OCFEC premises. Paid admission/parking fee refunds will be subject to processing schedule.

All competitive professional and amateur sports participants, including youth sports participants, must be tested for COVID-19 at least one (1) week before the date of the scheduled competition, and will not be permitted to compete if the intended participant tests positive for COVID-19. If the intended participant tests positive for COVID-19, he/she will not be allowed to participate in any activities at the OCFEC until after (i) receiving a negative result on a subsequent COVID-19 test and (ii) satisfying the specified 14-day (or otherwise governmentally specified) COVID-19 quarantine period.

EXHIBIT I – COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

OCFEC Business Partners should make every effort to limit physical touch points at their respective places of business, including at the OCFEC. All OCFEC event promoters must significantly increase frequency of sanitation and disinfection measures at all workstations and equipment that come into contact with OCFEC employees and the general public. All OCFEC Business Partners must assess and identify the frequency of necessary sanitation and disinfection practices, and will review and agree upon a sanitation and disinfection schedule with the OCFEC.

Face coverings and disposable gloves must be worn by all OCFEC Business Partner customer-facing employees. All OCFEC event attendees and visitors must wear appropriate face coverings. Physical barriers, if available, are preferred but not required as the general public will make the personal decision of whether to attend an event at the OCFEC and/or patronize an OCFEC Business Partner. For the benefit of the public, OCFEC employees and Business Partner employees, handwashing or hand sanitizing should be done as soon as possible following the handling of materials that come in contact with the general public.

5. EVENT ATTENDANCE LIMITATIONS

Attendance at all OCFEC events, including all move-in and move-out activities, must be limited at any given time, to no more than the current maximum attendance levels permitted by all applicable local and state orders or laws.

OCFEC Business Partners must establish and actively enforce measures to monitor and ensure attendance limitation compliance. If an OFCEC Business Partner fails to comply with event attendance limitations, the OCFEC in its sole and absolute discretion may cancel the event without notice and refer the matter to local law enforcement.

6. OCFEC BUSINESS PARTNER COMPLIANCE

OCFEC Business Partners shall make every effort to assure compliance with COVID-19 related mitigation requirements. If an OCFEC Business Partner fails to comply with these COVID-19 Guidelines, the OCFEC in its sole and absolute discretion may close non-compliant event spaces, exhibitor spaces or other such rental spaces, or may cancel the event without notice and refer the matter to local law enforcement.

7. COVID-19 RELEASE AND WAIVER OF LIABILITY

As consideration for being permitted to conduct event activities at the OCFEC, OCFEC Business Partners must acknowledge and agree to all COVID-19 Pandemic and related governmental orders, directives and guidelines, and forever release the 32nd District Agricultural Association, the State, California Fair Services Authority (“CFSA”), the County, the Lessor, and any fair affiliated organization, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively “Releasees”) from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner’s employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner’s participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.

EXHIBIT I – COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

8. EVENT ORGANIZATION PROTOCOLS

Each OCFEC Business Partner must submit event organization-specific COVID-19 related infection mitigation protocols and procedures for OCFEC review and approval no later than thirty (30) days before the event's scheduled move-in date. The OCFEC reserves the right to reject any protocols and procedures that are in conflict with, or are less stringent than, the COVID-19 Guidelines. If the OCFEC rejects the OCFEC Business Partner's COVID-19 related infection mitigation protocols and procedures, the OCFEC Business Partner must resubmit revised infection mitigation protocols and procedures for review no less than fifteen (15) days before the event's scheduled move-in date. If OCFEC Business Partner fails to submit the COVID-19 related infection mitigation protocols and procedures on time, the OCFEC in its sole and absolute discretion may terminate the agreement and cancel the event without notice.

9. FURTHER ACTION AS NECESSARY

The OCFEC reserves the right to modify these COVID-19 Guidelines as circumstances warrant. Specifically, the OCFEC recognizes that additional restrictions not reflected in these guidelines may be necessary to address the health and safety of certain populations depending upon their age or underlying health concerns, or otherwise to address medical issues as they arise.

I HAVE CAREFULLY READ THIS AGREEMENT EXHIBIT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A CONTRACTUAL AGREEMENT BETWEEN MYSELF AND THE 32ND DISTRICT AGRICULTURAL ASSOCIATION, THE STATE, CFSA, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed on _____, 20____

OCFEC BUSINESS PARTNER

_____
Signature

_____
Address

_____
Address

-End Exhibit I-

STATE OF CALIFORNIA

SPONSORSHIP AGREEMENT

(Rev 3/19)

R_____ A_____ F_____

AGREEMENT NUMBER

SA-092-21SP | **A-**

1. This Agreement is entered into between the Awarding Agency and the Sponsor/Contractor named below:

STATE AGENCY'S NAME

32nd District Agricultural Association/O.C Fair & Event Center

SPONSOR/CONTRACTOR'S NAME

RMD Group Inc. (Agency for Southern California Ford Dealers)

2. The term of this Agreement is: **July 29, 2021 through August 1, 2021**

3. The amount of this Sponsorship Agreement **$26,250 (Cash)**

Payment Terms**:**

☒ ONE TIME PAYMENT *(Lump sum)* ☐ MONTHLY ☐ QUARTERLY ☐ ITEMIZED INVOICE

☒ OTHER Payable to: "OC Fair & Event Center"

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement. *Additional Pages Attached

Exhibit A – Sponsorship Agreement Provisions

Exhibit B – Sponsorship Agreement Terms and Conditions

Exhibit C – Insurance Requirements

Exhibit D – Rules and Regulations Governing Rental Space - Note: Section B Referenced Handbook (Page 18 states "you are required to pay all requisite deposits, fees and taxes, including possessory interest tax, which may be levied by the County of Orange."

Exhibit E – Covid 19 Infection Mitigation Protocol & Procedure Guidelines

*GTC(4/17) – If not attached, view at *https://www.dgs.ca.gov/OLS/Resources*

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

SPONSOR/CONTRACTOR

SPONSOR/CONTRACTOR'S NAME

RMD Group Inc. (Agency for Southern California Ford Dealers)

BY *(Authorized Signature)* ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

Leslie Castellanos

ADDRESS

2311 E. South Street, Long Beach, CA 90805

STATE OF CALIFORNIA

AGENCY NAME

32nd District Agricultural Association/OC Fair & Event Center

BY *(Authorized Signature)* ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

Joan Hamill, Chief Business Development Officer

ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

☐ CONTRACTS MANAGER ☐

California State Use Only

☑ Exempt: Sponsorship

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.
SIGNATURE OF STATE ACCOUNTING OFFICER

✍ Date

EXHIBIT A – SPONSORSHIP AGREEMENT PROVISIONS

Contract Representatives:

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER
Marie Torres, Marketing & Sponsorship Associate
(714) 708-1541

RMD Group, Inc.
Leslie Castellanos
562-866-9288
Via Joe Bowie

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.

CONTRACTOR AGREES:

1. **That space shall be used for the following purpose only**: To promote the current line of Ford cars available at Southern California dealerships. The space will have Ford vehicles on display with staff onsite to speak to guests.
    a. All vehicles must have a quarter tank of gas or less, the gas caps must be sealed, batteries must be disconnected, and the Fair must have access to a set of keys at all times that the vehicles are on site.
2. To provide payment in the sum of TWENTY-SIX THOUSAND, TWO-HUNDRED, FIFTY ($26,250) as a space fee, due and payable upon execution of this agreement. Payment in full must be received no later than July 28, 2021.
3. Payments shall be remitted to the following address:

    OC Fair & Event Center
    Attn: Accounts Receivable
    88 Fair Drive
    Costa Mesa, CA 92626

4. To gain pre-approval from the District for use of OC Fair marks and logos and that all display elements, materials, and concepts provided by Sponsor require the approval of the District prior to implementation.
5. To verify all Sponsor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.
6. That staff members shall comply with the following requirements:
    a. No staff member will promote brand outside of designated space(s).
7. Sponsor will provide a list of staff working the following week and any required paperwork (Megan's Law Screening[s], etc.) to Tandem by 5:00 p.m. on July 28, 2021. Tandem will deliver the appropriate number of single-day working credentials to Sponsor's display prior to activation day.
8. To have its display fully staffed by uniformed representatives:
    a. By 9:30 a.m. and open to the public from 10:00 a.m. to at least 11:00 p.m. on Thursday, July 29, 2021.
    b. By 9:30 a.m. and open to the public from 10:00 a.m. to at least 12:00 a.m. on Friday, July 30, 2021 through August 1, 2021.
9. That other mobile tours and exhibitors may be near the designated spaces.
10. To abide by the rules and regulations included in the 2021 OC Fair Exhibitor and Concessionaires Handbook and any such other reasonable parameters as set forth by the District staff prior to, during, or following the Term.

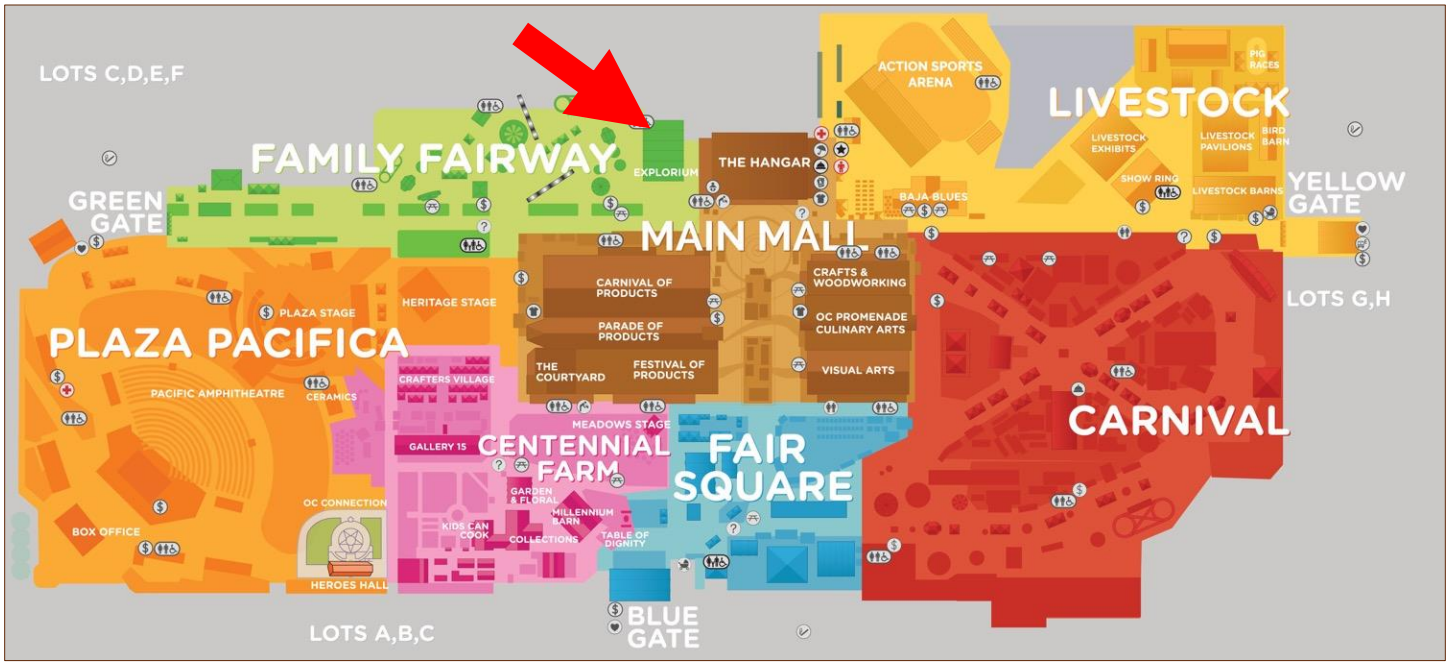
11. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities and ensure display(s) are at all times operating within the parameters set forth by these organizations.
12. To provide Certificates of Insurance, fire safety training information, certifications and comply with all such reasonable requests as made by the District prior to, during, or following the 2021 OC Fair.

DISTRICT AGREES:

To provide a 30'x70' space located at the designated mobile marketing space at the old Explorium location at the 2021 OC Fair (see spot-marked map below) on July 29, 2021 – August 1, 2021.

1. To provide a mutually agreed number of Admission Credentials and Staff Parking Passes for Sponsor staff assigned to the Mobile Marketing Tour in the form of single day working credentials.
2. To provide electricity up to 50 amps (each additional amp will be at a $4.00 charge per amp).

Activation space:



End Exhibit A

EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS

A. Title of Event. The Event shall be known as the "OC Fair" and Sponsor agrees that it shall refer to the Event in all advertising and promotional materials by the Event's full name.

B. Participants' Names. Sponsor acknowledges that State does not have the right to use the names, signatures, photographs or likenesses of any performer who may appear at the Event or on Sponsor's Stage in connection with a commercial product or service, and the individual performer must approve all such uses by Sponsor. State does have the right to approve on behalf of individual performers the use of their names, photographs or likenesses in advertising which primarily promotes the Event and the Stage and mentions Sponsor's involvement as a Sponsor, and Sponsor will submit any such advertising to State for prior approval as provided in Paragraph M.

C. Right to Remove Name. Sponsor shall have the right, at any time and for any reason, to request in writing the State remove its name from any and/or all signage and other materials associated with the Event. State shall use its best efforts to comply with said request, but if State will incur any additional expenses in connection with such compliance, it will notify Sponsor in writing and obtain Sponsor's prior written approval. Sponsor will reimburse State for all such approved expenses. State shall notify Sponsor if time does not reasonably permit compliance with Sponsor's request. Nothing herein shall relieve Sponsor of its obligations under the body of this Agreement.

D. Delivery and Service. At Sponsor's expense, Sponsor shall deliver the Products to, and store such Products at, State's location. Sponsor agrees to provide service personnel on an "on call" basis to assist in the delivery, installation, repair, maintenance and removal of the Products, in a number mutually agreed upon between the parties. All of Sponsor's personnel shall be subject to State's security and personnel policies and practices.

E. Sponsor Insurance. During the Term of this Agreement, Sponsor agrees to carry worker's compensation and employer's liability insurance, in such amounts as may be required by law, for any personnel Sponsor may utilize for the delivery, installation, maintenance, repair and removal of the Product.

F. Risk of Loss. State represents and warrants that to the extent storage of the Products is under the control and/or supervision of State, State will assume all risk of loss and will further store the Products safely and securely in a manner which will not cause the Products to become defective or not merchantable or fit for their intended purpose.

G. Sponsor's Trademarks. Sponsor's trademarks, label designs, product identifications, artwork and other symbols and devices associated with Sponsor's Products ("Sponsor's Trademarks") are and shall remain Sponsor's property, and Sponsor shall take all steps reasonably necessary to protect such Sponsor's Trademarks through U.S. federal registrations and foreign registrations as it deems desirable and through reasonable prosecution of infringements.

H. Sponsor's Authorization of State. State is hereby authorized to use Sponsor's Trademarks in advertising and promoting the Event during the Term of this Agreement, provided Sponsor shall have the right to approve all such uses in writing in advance.

I. State's Submission for Approval. State shall submit all materials to Sponsor in writing and if Sponsor does not approve or reject such materials in writing within 10 – 14 business days after receipt thereof, then Sponsor shall be deemed to have approved such materials.

J. Uses for Benefit of Sponsor. The right to use Sponsor's Trademarks is non-exclusive, non-assignable and nontransferable. All uses by State of Sponsor's Trademarks shall inure solely to the benefit of Sponsor.

K. State's Trademarks. State's trademarks, designs, artwork and other symbols and devices associated with the Event ("State's Trademarks") are and shall remain State's property and State shall take all steps reasonably necessary to protect State's Trademarks through U.S. federal registrations and foreign registrations as it deems desirable and through reasonable prosecutions of infringements.

L. State's Authorization of Sponsor. Sponsor is hereby authorized to use State's Trademarks in advertising and promoting Sponsor's Products until 15 days after the Event takes place, provided State shall have the right to approve all such uses in writing in advance.

EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS (CONT.)

M. Sponsor's Submission for Approval. Sponsor shall submit materials to State in writing and if State does not approve or reject such materials in writing within 10 – 14 business days after receipt thereof, then State shall be deemed to have approved such materials.

N. Benefit of State. The right to use State's Trademarks is non-exclusive, non-assignable and nontransferable. All uses by Sponsor of State's Trademarks shall inure solely to the benefit of State.

O. Merchandise. State shall not manufacture or sell, or license the manufacture and/or sale, of any promotional or other merchandise which bears Sponsor's Trademarks without Sponsor's prior written consent. Sponsor shall have the right to manufacture and/or sell promotional or other merchandise which bears State's Trademarks.

P. Ambush Prevention-State's Action. State agrees to take all reasonable measures to prevent the unauthorized use of State's Trademarks (and facsimiles thereof) and to prevent the dilution of the value of Sponsor's rights hereunder by using its best efforts to exclude competing signage, competitive product sales and competitive product sampling from the Venue and the area surrounding the Venue, and to prosecute specific instances of trademark and copyright infringement, trademark and trade dress dilution, unfair competition and/or consumer deception whenever it is, in the opinion of State's counsel, reasonable to do so. State shall bear all costs of such prosecution and shall retain the proceeds thereof, if any. Sponsor shall cooperate with State in any such litigation.

Q. Owner Warranties. State represents and warrants that:

1. it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person;

2. State's Trademarks do not infringe the trademarks or trade names or other rights of any other person;

3. it has all government licenses, permits or other authorizations necessary to conduct the Event as contemplated under this Agreement; and

4. it will comply with all applicable laws, regulations and ordinances pertaining to the promotion and conduct of the Event.

R. Sponsor Warranties. Sponsor represents and warrants that:

1. it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person;

2. Sponsor's Trademarks do not infringe the trademarks or trade names of any other person;

3. it has all government licenses, permits or other authorizations necessary to conduct its business; and

4. all Products furnished by Sponsor shall be of high quality and shall be free from product defects and shall be merchantable and suited for their intended purpose.

S. Effect of Cancellation on Sponsor. In the event that the Event does not take place, in whole or in part, due to any Act of God or force majeure, including, without limitation, weather, fire, flood, strike, labor dispute, civil commotion, riot or threat of violence of similar cause beyond the control of the parties, then Sponsor shall be entitled to an immediate refund of the Sponsorship Fee (or a pro rata portion thereof if the Event took place only in part) less any expenses incurred on behalf of the Sponsor and an immediate refund of the value (as measured by Sponsor's cost) of all Products contributed by Sponsor (or a pro rata portion of the value of the Products used in the Event if the Event took place only in part). State will provide adequate revenue protection insurance to cover its obligations hereunder.

T. No Joint Venture of Partnership. This agreement shall not be deemed to create a joint venture, partnership, principal-agent, employer-employee or similar relationship between State and Sponsor.

EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS (CONT.)

U. Invalidity. The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate the Agreement, all of said provisions being inserted conditionally on their being considered legally valid, and this Agreement shall be construed and performed in all respects as if such invalid or unenforceable provision(s) were omitted.

V. Notices. All notices required or permitted to be made under this Agreement shall be in writing and shall be deemed to have been duly given when delivered or sent by prepaid certified or registered mail:

If to State, to: 88 Fair Drive, Costa Mesa, CA 92626

or such other address as either party may designate in writing to the other party for this purpose.

W. Commissions. Sponsor and State shall each be responsible for its own sales agency, sponsorship agency, advertising agency or other commissions or brokers fees which either is or may become obligated to pay as a result of or attendant to this Agreement.

X. Non-Assignment. Neither party shall assign this Agreement without the prior written approval of the other party, except that Sponsor may assign this Agreement to any entity which acquires substantially all of its assets.

Y. Complete Agreement. This Agreement represents the entire agreement between the parties and supersedes all other agreements, if any, express or implied, whether written or oral. State has made and makes no representations of any kind except those specifically set forth herein.

Z. Binding Agreement. This Agreement shall be binding upon the parties, their successors and assigns.

AA. Cancellation. The State reserves the sole and exclusive right to terminate this agreement, with or without cause, upon thirty (30) calendar days written notice to Sponsor. If, during the performance of this agreement, a dispute arises between the Sponsor and the State, which cannot be settled by discussion, the Sponsor shall, within eight hours of the incident giving rise to the dispute, submit a written statement to State. A decision by the State, in writing, shall be given to the Sponsor within four hours of receipt of such statement, and shall be final and conclusive. The Sponsor shall continue to perform the requirements herein without interruptions during the dispute period.

BB. Breach of Agreement. In the event the Sponsor breaches the terms of this agreement, the State shall be entitled to recover, in addition to any other damages and remedies that they may be entitled to, all costs incurred in enforcing this agreement, including attorney's fees.

CC. Indemnification To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, employees, and their sales agency of record (currently Moor + South/Pier Management Co., LP, dba Tandem) from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents.)

- End Exhibit B -

EXHIBIT C – INSURANCE REQUIREMENTS

California Fair Services Authority #19-02

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate – The contractor/renter provides the fair with a signed original certificate of Insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. Coverages:

a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall be not less than **$5,000,000 per occurrence** for Fairtime Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **$5,000,000 per occurrence** for the following types of Motorized Events: automobile races, drifting exhibitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, enduro, pro stock; **$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races; **$3,000,000 per occurrence** for Rodeo Events all types **with a paid gate** and any Rough Stock events; **$2,000,000 per occurrence** for Rodeo Events All Types **without a paid gate** and with any Rough Stock events and for Swap Meets/Flea Markets held two or more times per calendar year; **$2,000,000 per occurrence** for the following Motorized events: car jumping contests/demonstrations of hydraulic modifications to automobiles; **$2,000,000 per occurrence** for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Cannabis Festivals/Trade Shows, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; **$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events**; $1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the contractor/renter's activities, or business to be conducted under the contract or rental agreement/lease, must be listed in the Certificate of Insurance. If there is a self-insured retention or deductible in the contractor/renter's coverage equal to or in excess of $100,000, the self-insured retention/deductible amount shall be included as part of the Certificate of Insurance. A copy of the contractor/renter's policy declaration page containing this information as an attachment/exhibit to the Certificate of Insurance will be acceptable, provided it contains all the aforementioned information.

b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than $1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.

c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

d. Medical Malpractice - Medical Malpractice coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving medical services.

e. Liquor Liability - Liquor Liability coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

5. Certificate Holder:
   - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
   - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company: The company providing insurance coverage must be acceptable to California Department of Insurance.

7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

B. CFSA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

C. Master Certificates - A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.

2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.

2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.

3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.

4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

-End Exhibit C-

EXHIBIT D – RULES AND REGULATIONS GOVERNING RENTAL SPACE

A. The District hereby grants to the Sponsor the right to occupy the aforestated space(s) for the purpose set forth herein and subject to the terms and conditions of this Agreement.

B. **The Commercial Space and Concessions Rules and Regulations Handbook hereby becomes a part of this Sponsorship with Rental Space agreement by reference and is on file with the District. By signing the Agreement, Sponsor acknowledges that they have read the Handbook and agrees to abide by said Rules and Regulations.**

C. Sponsor represents and warrants that the commercial offering, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Sponsor or all required permissions and license agreements have been obtained and paid for by the Sponsor, and (ii) as far as Sponsor 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.

D. Sponsor further agrees that it will not sell, exchange or barter, or permit his employees to sell, exchange or barter any permits issued to Sponsor or his employees hereunder.

E. In the event Sponsor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by the District and the District shall have the right to occupy the space in any manner deemed for the best interest of the District.

F. No Sponsor will be allowed to open booth space/exhibit until all the preliminary requirements herein set forth have been complied with.

G. Sponsor will conduct its business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the District near said booth space/exhibit for such purpose, and will keep the area within and surrounding said booth space/exhibit free from all rubbish and debris.

H. The District will furnish necessary janitorial services for all aisles, streets, roads and areas used by the public, but Sponsor must, at his own expense, keep the booth/exhibit space and adjacent areas properly arranged and clean. All equipment must be clean, all coverings removed, and the booth/exhibit ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Sponsor's trash, and such trash must not be swept into the aisles or streets or any public space.

I. All buildings, tents, or enclosures erected under the term of this Agreement shall have the prior approval of District and the local fire suppression authorities.

J. Sponsor will conduct the privileges granted in this Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by the District, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Agreement, and that any and all exclusives granted Sponsor shall not include the Carnival and the Carnival Area.

K. All sound-producing devices used by Sponsor within or outside its space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to its patrons or to other Concessionaires or Exhibitors and the decision of the District as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from the District.

L. Sponsor agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods

EXHIBIT D – RULES AND REGULATIONS GOVERNING RENTAL SPACE (CONT.)

shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the the District and the local law enforcement officials.

M. Sponsor is entirely responsible for the space allotted to Sponsor and agrees to reimburse the District for any damage to the real property, equipment, or grounds use in connection with the space allotted to Sponsor, reasonable wear and tear and damage from cause beyond Sponsor's control excepted.

N. The District may provide watchman service, which will provide for reasonable protection of the property of Sponsor's, but the District shall not be responsible for loss or damage to the property of Sponsor.

O. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Sponsor must be removed from the buildings and grounds by Sponsor, at his own expense, no later than a date specified by the District. It is understood in the event of Sponsor's failure to vacate said premises herein provided, unless permission in writing is first obtained, the District may and is hereby authorized and made the agent of Sponsor to remove and store the concession and all other material of any nature whatsoever, at the Sponsor's risk and expense, and Sponsor shall reimburse the District for expenses thus incurred.

P. No Sponsor will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Sponsor is authorized in writing by the District and unless it holds a lawful license authorizing such sales on said premises.

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

R. Failure of the District to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.

S. Sponsor recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Sponsor may be subject to the payment or property taxes levied on such interest.

T. The District shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.

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

V. 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.

W. 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. During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens will be limited to areas designated by the Association.

-End Exhibit D-

EXHIBIT E

COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

1. **Scope.** As a result of the worldwide COVID-19 pandemic, the 32nd District Agricultural Association (OCFEC) implemented numerous essential protocols and procedures to protect OCFEC staff, renters, event promoter/producer employees, exhibitors, vendors, contractors, subcontractors, volunteers and members of the public. These protocols and procedures do not supersede or replace any existing orders issued by local governments, the State of California or the Federal Government. The protocol and procedure guidelines (COVID-19 Guidelines) apply equally to all organizations and persons doing business on OCFEC property, both public and private, and all event types, commercial, trade or other, hosted at the OCFEC.

2. **Sick, elderly and vulnerable persons.** Anyone who feels sick should remain at home. In addition, high-risk persons who are over 65 years of age, or anyone with chronic illness or underlying medical conditions, should continue to follow recommendations to stay at home and limit public interaction.

3. **Physical Distancing in the Workplace.** Physical distancing of a minimum of six (6) feet should be maintained between customer-facing employees and the general public, and – to the extent practical – between employees in the field or at employee workstations. Where isolation of employees in the field or at employee workstations is impractical, face coverings must be worn without exception.

4. **Handwashing, Personal Protective Equipment, and Testing.** Renters, event promoters, event producers, exhibitors, vendors, and their respective contractors, subcontractors and volunteers (collectively, "Business Partners") conducting business at the OCFEC must require all customer-facing employees to either wash their hands or use hand sanitizer every thirty minutes, or wear disposable gloves which are to be changed as frequently as specified by guidelines established for each applicable job assignment. Face coverings must be provided to all employees.

   Before starting a shift, all OCFEC employees and all Business Partner employees, must have their temperatures taken and documented, and individual(s) will not be permitted to remain at work if the temperature reading exceeds 100.4 degrees (°) Fahrenheit. Affected individual(s) may only return to work after registering and documenting their temperature reading below
   100.4° Fahrenheit for seventy-two (72) consecutive hours.

   All OCFEC event attendees, before entering OCFEC premises, must have their temperatures taken and documented. Any OCFEC event attendee with a temperature reading above 100.4° Fahrenheit will not be permitted to attend the event and will be required to immediately leave the OCFEC premises. Paid admission/parking fee refunds will be subject to processing schedule.

   All competitive professional and amateur sports participants, including youth sports participants, must be tested for COVID-19 at least one (1) week before the date of the scheduled competition, and will not be permitted to compete if the intended participant tests positive for COVID-19. If the intended participant tests positive for COVID-19, he/she will not be allowed to participate in any activities at the OCFEC until after (i) receiving a negative result on a subsequent COVID-19 test and (ii) satisfying the specified 14-day (or otherwise governmentally specified) COVID-19 quarantine period.

   OCFEC Business Partners should make every effort to limit physical touch points at their respective places of business, including at the OCFEC. All OCFEC event promoters must significantly increase frequency of

sanitation and disinfection measures at all workstations and equipment that come into contact with OCFEC employees and the general public. All OCFEC Business Partners must assess and identify the frequency of necessary sanitation and disinfection practices, and will review and agree upon a sanitation and disinfection schedule with the OCFEC.

Face coverings and disposable gloves must be worn by all OCFEC Business Partner customer- facing employees. All OCFEC event attendees and visitors must wear appropriate face coverings. Physical barriers, if available, are preferred but not required as the general public will make the personal decision of whether to attend an event at the OCFEC and/or patronize an OCFEC Business Partner. For the benefit of the public, OCFEC employees and Business Partner employees, handwashing or hand sanitizing should be done as soon as possible following the handling of materials that come in contact with the general public.

5. **Event Attendance Limitations.** Attendance at all OCFEC events, including all move-in and move-out activities, must be limited at any given time, to no more than the current maximum attendance levels permitted by all applicable local and state orders or laws.

   OCFEC Business Partners must establish and actively enforce measures to monitor and ensure attendance limitation compliance. If an OFCEC Business Partner fails to comply with event attendance limitations, the OCFEC in its sole and absolute discretion may cancel the event without notice and refer the matter to local law enforcement.

6. **OCFEC Business Partner Compliance.** OCFEC Business Partners shall make every effort to assure compliance with COVID-19 related mitigation requirements. If an OCFEC Business Partner fails to comply with these COVID-19 Guidelines, the OCFEC in its sole and absolute discretion may close non-compliant event spaces, exhibitor spaces or other such rental spaces, or may cancel the event without notice and refer the matter to local law enforcement.

7. Covid-19 Release and Waiver of Liability. As consideration for being permitted to conduct event activities at the OCFEC, OCFEC Business Partners must acknowledge and agree to all COVID-19 Pandemic and related governmental orders, directives and guidelines, and forever release the 32nd District Agricultural Association, the State, California Fair Services Authority ("CFSA"), the County, the Lessor, and any fair affiliated organization, along with their

   respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner's employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner's participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.

8. **Event Organization Protocols.** Each OCFEC Business Partner must submit event organization-specific COVID-19 related infection mitigation protocols and procedures for OCFEC review and approval no later thirty (30) days before the event's scheduled move-in date. The OCFEC reserves the right to reject any protocols and procedures that are in conflict with, or are less stringent than, the COVID-19 Guidelines. If the OCFEC rejects the OCFEC Business Partner's COVID-19 related infection mitigation protocols and procedures, the OCFEC Business Partner must resubmit revised infection mitigation protocols and procedures for review no less than fifteen (15) days before the event's scheduled move-in date. If OCFEC Business

Partner fails to submit the COVID-19 related infection mitigation protocols and procedures on time, the OCFEC in its sole and absolute discretion may terminate the agreement and cancel the event without notice.

9. Further Action as Necessary. The OCFEC reserves the right to modify these COVID-19

Guidelines as circumstances warrant. Specifically, the OCFEC recognizes that additional restrictions not reflected in these guidelines may be necessary to address the health and safety of certain populations depending upon their age or underlying health concerns, or otherwise to address medical issues as they arise.

I HAVE CAREFULLY READ THIS AGREEMENT EXHIBIT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A CONTRACTUAL AGREEMENT BETWEEN MYSELF AND THE 32ND DISTRICT AGRICULTURAL ASSOCIATION, THE STATE, CFSA, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed on _____, 20____.

OCFEC BUSINESS PARTNER

_____
Signature

_____
Address

_____
Address

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev. 03/2019)

R_____ A_____ F_____

AGREEMENT NUMBER
SA-080-21HB

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
SCOTT PATTERSON F/S/O ATOMIC PUNKS

2. The term of this Agreement is: **08/15/21** through **08/15/21** **FED ID:**

3. The maximum amount of this Agreement is: **$2,000.00**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work **– To provide "Atomic Punks" in The Hangar on August 15 at the 2021 OC Fair. See Page 2 for additional details.**	Pages 1 – 4
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 5
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 6 – 9
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 10 – 13
Exhibit E – Hangar House Rider (Insurance Requirements) (Attached hereto as part of this agreement)	Pages 14 – 18
Exhibit F – Covid-19 Infection Mitigation Protocol & Procedure (Attached hereto as part of this agreement)	Pages 19 – 21

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
SCOTT PATTERSON F/S/O ATOMIC PUNKS

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Scott Patterson, Owner

CONTRACTOR BUSINESS ADDRESS
29103 Summer Oak Ct. Santa Clarita, CA 91390
(818) 415-5418 atomicpunkstribute@gmail.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Michele Richards, Chief Executive Officer or
Joan Hamill, Chief Business Development Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACT REPRESENTATIVES:

32nd District Agriculture Association
Name: Jeff Willson
Title: Entertainment Supervisor
Phone number: (714) 708-1878

Atomic Punks
Name: Scott Patterson
Title: Owner
Phone number: (818) 415-5418

CONTRACTOR AGREES:

Performance

1. To provide the performance group "Atomic Punks – A Tribute to Early Van Halen" on Sunday, August 15, 2021. Performing with "Motley Inc. – Tribute to Motley Crue."

2. To perform one (1) show approximately 70 - 75 minutes in length on The Hangar stage beginning 8:30 p.m. This show will be sold initially at less than 30% capacity for the venue. Additional seating maybe added upon approval of the Orange County Department of Health and at the discretion of the District.

Radius

1. The Hangar at The OC Fair has market exclusivity for this performance. No performance or advertising is allowed for events within a 50 mile radius (Southern Los Angeles, Inland Empire and Orange County) for 60 days prior to the performance date.

Press / Media

1. To refer to the performance venue as "The Hangar at the OC Fair" in all advertising and/or communications including, but not limited to, email, websites, social media outlets and print schedules.
2. To provide biographical, press release information, and current performer imagery as necessary.
3. To make band members available for media and/or promotional opportunities (see Exhibit E).
4. To promote this contracted event via Contractor email and mobile (if available) database(s), and web site.
5. All requests for press inclusion (written, photography, videography) at this performance event must be submitted to, and approved by, the OC Fair Communications Department.

Operations / Production

1. Advance performance with Doug Sturgis, the venue Production Manager, at doug@rkde.net.
2. The Hangar stage will be used by community performers during the day, in advance of this contracted performance. The stage will be clear and the venue vacated a minimum of three (3) hours in advance of the performance for load in, sound check and audience load in. It is imperative that Contractor arrive on time and prepared to facilitate load in and sound check during this short window of time.
3. Doors for the event are at approximately 60 minutes prior to the performance start time.
4. This contract is predicated on the fact that Contractor will be using in-house production as is. Any additional production expense will be financial responsibility of the Contractor. This includes, but is not limited to, backline, transportation of any kind, additional risers, musicians or extra talent, hotel accommodations, pyrotechnics, video, etc. (see Exhibit E).

Contractor Rider

1. The venue Production Manager will review any Contractor rider and attempt to make accommodations if possible, however the venue rider for The Hangar is incorporated into this contract and supersedes Contractor rider.

EXHIBIT A – SCOPE OF WORK (CONT.)

Merchandise

1. Contractor sells: District agrees to waive merchandise split.
2. Contractor must provide notification of merchandise sales a minimum of three days prior to the contracted date. Without this notification, there is no guarantee that merchandise tables, chairs, etc., will be provided.

Video Recording

1. Video recording of performances will only be allowed using simple hand-held devices such as cell phones. Tripods, high-resolution video cameras, multiple-camera recording positions, and other devices, for the purposes of this contract known as "professional video recording," will only be allowed with the permission of the OC Fair Entertainment Department. An origination fee of TWO HUNDRED FIFTY DOLLARS ($250.00) is required in order to receive permission to enlist professional video recording services or video equipment.
2. In cases where professional services are permitted, placement of any/all equipment is at the discretion of the venue Production Manager and may not, under any circumstances, interfere with the experience of customers at the event.
3. Contractor may order a live video feed recording of the performance captured by the District for a fee of TWO HUNDRED FIFTY DOLLARS ($250.00), requested through the OC Fair Entertainment Department. Such recordings will be provided to Contractor on a hard drive once payment is received (check or money order only). Contractor agrees to grant OC Fair the right to use recordings in whole or in part for promotional purposes.
4. If Contractor wishes to seek professional video recording services and to secure a live video recording from the District, a fee of THREE HUNDRED FIFTY DOLLARS ($350.00) is required.

Insurance

1. It is understood that this event includes the contracted performer only, and that there is no direct audience participation. If audience participation is to be included, the proper insurance must be arranged through OC Fair & Events Center Business Services.

Ticketing:

1. The District may, at its discretion, offer group discounts up to 20%.
2. The District may, at its discretion, offer two-for-one tickets to its season ticket holders
3. The District may, at its discretion, offer discounts of up to 50% to the public through its ticket service provider.
4. The District may, at its discretion, offer discounts of up to 50% to the public through internet distribution services such as, but not limited to, Groupon, Goldstar, Living Social, etc.

Other

1. The District reserves the right to terminate any contract, at any time, by giving the Contractor notice in writing at least thirty (30) days prior to the date when such terminations shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

EXHIBIT A – SCOPE OF WORK (CONT.)

2. The District's obligations are subject to Act of God, violent storms, riots, wars, labor difficulties, epidemics, and act or order by any public authority of any cause similar or dissimilar beyond the District's control, or in the event of the destruction of the Hangar or adjoining areas of the Fairgrounds by violent weather, fire, or national or local calamity or any unforeseen fulfillment of this Agreement by the District impossible and appearances of the Contractor impossible. If such an occurrence shall occur necessitating the cancellation of any show(s) which shall be mutually agreed upon between the District and the Contractor, then the Contractor shall be paid on a prorated basis for shows(s) performed. When one (1) show only is presented and condition(s) beyond the control of the Contractor and District which would prevent the start of the show at the scheduled time it is mutually agreed that the show can be delayed a maximum of 90 minutes to correct such condition and to present herein.

DISTRICT AGREES:

Payment

1. To pay Contractor a total not to exceed amount of TWO THOUSAND DOLLARS ($2,000.00) upon satisfactory completion of work herein required on Sunday, August 15, 2021. (see Exhibit B and Exhibit E).

Operations / Production

1. To provide The Hangar stage, lights and sound. Backline is not included (see Exhibit E).
2. To provide box office, ticket takers, security, usher staff and concessions.

Accommodations

1. To provide a 10' X 20' dressing room trailer in the backstage area.
2. To provide a deli style meal, bottled water and soft drinks for eight band members, crew and management. Any catering beyond these parameters will be at the sole expense of the Artist (see Exhibit E).

Credentials

1. To provide complimentary parking and admission for band members, crew and management only.
2. To provide twenty (20) complimentary performance tickets upon request. Please request through venue Production Manager at hangarproduction@ocfair.com. Guest tickets include free admission to the OC Fair and the performance event, but do not include parking.

Event Marketing

1. To provide marketing, advertising and promotion as part of the 2021 OC Fair collateral material.

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5770-70

PAYMENT PROVISIONS:

To pay Contractor a total not to exceed amount of TWO THOUSAND DOLLARS ($2,000.00) upon satisfactory completion of work herein required on Sunday, August 15, 2021.

Payment will be made by 32nd District Agricultural Association, State of California-issued check. As an agency of the State of California, the venue is not permitted to provide performance deposits in advance of the performance date.

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Sunday, August 15, 2021, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL:**
   This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
   No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
   Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
   Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
   The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR*:***
   Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:
During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:
Time is of the essence in this Agreement.

13. COMPENSATION:
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:
The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE BASED OFF THE SCOPE OF WORK)

CCC-04/2017 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS:
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST:
Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Current State Employees (Pub. Contract Code §10410):
1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):
1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE:
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

6. **RESOLUTION:**
   A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. **AIR OR WATER POLLUTION VIOLATION:**
   Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. **PAYEE DATA RECORD FORM STD. 204:**
   This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES
Performer, Artist, and Contractor (hereinafter referred to as "Contractor") shall adhere to all starting and ending times as indicated in this Agreement.

CURFEW
There is a strict 10:30 p.m. curfew in effect unless an extension of curfew is approved by the 32nd District Agricultural Association (hereinafter referred to as "District") prior to the performance. If this curfew is not adhered to, Contractor shall be liable and subject to litigation and fines by the State of California for breach of contract. These fines shall be one thousand dollars ($1,000.00) per minute for the first five (5) minutes and an additional ten thousand dollars ($10,000.00) for any period thereafter.

PAYMENT
Contractor shall be paid by District check upon completion of performance. There shall be no cash payments and no check cashing shall be authorized. Contractors who are non-residents of California will be subject to State withholding by the Franchise Tax Board at a rate of seven percent (7%) unless a Form 590 has been completed and returned to the District.

PUBLIC ACCESS TO FACILITY
The facility will be open to the public approximately 60 minutes prior to the start of the show. There shall be no exceptions to this stated time. This requirement is necessary to meet safety and crowd control procedures set by the State of California Fire Marshal and the Orange County Sheriff's Department.

DECIBEL LEVEL
Sound pressure levels must not exceed:

1. 85 dB, no weighting, averaged over a 5-minute period at directly backstage. Random readings will be taken throughout sound check and performance.
2. 95 dB, no weighting, averaged over a 5-minute period at FOH.
3. 55 dB, LEQ average in surrounding neighborhoods (distance is typically 1,000 feet or more from the Hangar FOH location).
4. If any one (1) of the above conditions is exceeded, regardless of compliance in the remaining areas, Contractor will be asked to reduce levels to comply.

House sound will include stage monitors. District Agrees to use Contractor's monitor system, at Contractor's request, at no additional cost to the District.

Contractor shall be bound by the sound covenant and shall at all times during any pre-concert sound checks and the concert operate within the sound restrictions. Contractor agrees that upon discovery or notification of any occurrence of sound level exceedance by either the District, or a designated sound monitor or other designee, Contractor shall immediately adjust the sound level to come into compliance with sound level specifications. If repeated sound level violations occur within concert performance after such notification, Contractor agrees to immediately terminate the concert.

In addition to the above terms, Contractor agrees that the District, in exercise of its discretion and judgment, retains all rights to adjust the sound level or terminate the concert performance as it may deem necessary to ensure compliance with the sound restrictions.

MEDIA - WEBSITE
The District requires that the Contractor place specific information about the contracted event at the OC Fair on its website. Information should include the entertainer's name, date, time of performance(s) at the OC Fair, and a web link to OC Fair website (www.ocfair.com).

MEDIA - INTERVIEW
The District also requests that the Contractor consent to at least one (1), fifteen (15)-minute promotional interview with a local radio station in advance of their performance at the OC Fair. Radio station to be selected by the District.

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

MEDIA - VIDEO
Local affiliates of national television networks, upon issuance of proper District press credentials and approval of Contractor's representative, shall be allowed to videotape up to three (3) minutes of performance for news purposes only. The District actively discourages all non-legitimate videotaping activity.

MEDIA - STILL PHOTOGRAPHY
Representatives of legitimate press organizations, upon issuance of proper District press credentials, shall be allowed to photograph a portion of the performance for review purposes only. The District actively discourages all non-legitimate use of still photography.

MEET & GREETS
The District requests that the Contractor participate in a pre-performance or post-performance meet & greet as arranged by the venue.

PRODUCTION
This contract is predicated on the fact that Contractor will be using in-house production as is. The District will provide The Hangar stage, lights and sound. Backline is not included. Approximately two (2) hours are allotted to set the stage and perform soundcheck.

Any additional gear required will be at the sole expense of the Contractor. This includes but is not limited to: backline, transportation, additional riser(s), musicians or additional talent, pyrotechnics, etc. Any labor required to strike and restore changes to existing truss system is at the sole expense of the Contractor.

The Contractor is welcome to bring additional production equipment, such as monitor systems, FOH console(s), lighting console(s), and additional lighting fixtures to be added to the pre-existing truss system. The cost of setting up additional equipment is the sole responsibility of the Contractor.

If seats are killed as a result of any gear that is brought in specifically for a Hangar performance, the Contractor will be charged back the face value of the killed seats plus any refund amount required to relocate guests who have purchased seats the must be killed.

SOUND AND LIGHTS
Contractor agrees to use District-provided industry standard sound and lighting equipment. Any other expense for gear and associated labor to install, strike or cause any other expense is at the sole cost of the Contractor.

RENTAL EQUIPMENT
The District may provide, but will not be responsible for payment of rental equipment, unless otherwise specifically stated in this Agreement.

HOSPITALITY
The District may provide meal service, when contracted, chosen from a District-determined menu. District will use Contractor's contract rider as a guide, but will be the final determiner of the meal that is served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e., tour bus food service) may be requested by the Contractor at the Contractor's expense from the on-site caterer. The District will not provide alcohol, tobacco, vape and cannabis products, nor will runners be available to secure these items. The OC Fair is a smoke-free event and the use of tobacco, vape and cannabis therein is strictly forbidden.

SPONSORSHIPS
The District's sponsorships will take precedence over Contractor's sponsorships. Contractors who have a sponsor will receive one-half (1/2) the number of signs, posters, impressions compared to the number of the District's sponsor. Contractor's sponsorship signage may be used only with District Management's approval. The District's CEO and sponsorship manager shall be notified prior to the signing of this Agreement of any potential conflicts related to sponsors. Contractors shall not receive any revenues from District sponsorships.

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

The Hangar is eligible for two (2) sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Hangar.

FORCE MAJEURE CLAUSE

The District's obligations are subject to Act of God, violent storms, riots, wars, labor difficulties, epidemics, and act or order by any public authority of any cause similar or dissimilar beyond the District's control, or in the event of the destruction of the Hangar or adjoining areas of the Fairgrounds by violent weather, fire, or national or local calamity or any unforeseen fulfillment of this Agreement by the District impossible and appearances of the Contractor impossible. If such an occurrence shall occur necessitating the cancellation of any show(s) which shall be mutually agreed upon between the District and the Contractor, then the Contractor shall be paid on a prorated basis for shows(s) performed. When one (1) show only is presented and condition(s) beyond the control of the Contractor and District which would prevent the start of the show at the scheduled time it is mutually agreed that the show can be delayed a maximum of 90 minutes to correct such condition and to present herein.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers' Compensation Insurance for its employees as required by law. Prior to date of performance, all performers shall submit to the District proof of valid Workers' Compensation Insurance coverage for all of their employees, unless performer has certified on Payee Data Record – STD. 204, that he/she is a sole proprietor and has no employees. It is mutually agreed that the District is relying upon the Contractor's specific representation and warranty that it has the proper Workers Compensation Insurance and that the Contractor will indemnify and hold harmless the District in the event it did not have the insurance.

Contractor further certifies that by signing this Agreement, Contractor will comply with such provisions under Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code immediately upon hiring any employee and before commencing the performance of this Agreement.

INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, and employees from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents).

COPYRIGHT INFRINGEMENT INDEMNIFICATION

Contractor warrants and represents that no musical, literary, or artistic work or other property protected by copyright will be performed, reproduced or used in the performance of this Agreement unless Contractor has previously thereto obtained written permission from the copyright holder or is otherwise exempt under 17 U.S.C. §§110:

"notwithstanding the provisions of Section 106, the following are not infringements of copyright:…

(6) performance of a nondramatic musical work by a governmental body or a nonprofit agricultural or horticultural organization, in the course of an annual agricultural or horticultural fair or exhibition conducted by such body or organization; the exemption provided by this clause shall extend to any liability for copyright infringement that would otherwise be imposed on such body or organization, under doctrines of vicarious liability or related infringement for a performance by a concessionaire, business establishment, or other person at such fair or exhibition, but shall not excuse any such person from liability for the performance."

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

Contractor acknowledges that Contractor acts under this Agreement as an independent contractor charged with the responsibility, in Contractor's sole discretion, for selection, performance, reproduction and use of such musical, literary and artistic works as contractor deems appropriate and that Contractor undertakes strict compliance with all laws respecting copyrights and the performance, reproduction and use of musical, literary and artistic works.

Contractor warrants that in the performance of this Agreement, Contractor will not infringe any statutory, common law or other right of any person in performing, reproducing or otherwise making use of any work or material. Contractor will indemnify, save and hold harmless the State and its agencies, including District, and their officers, agents, employees and servants from and against all claims, costs, and expenses (including legal fees), demands, actions and liability of every kind and character whatsoever with respect to copyright and the performance, reproduction and use of musical, literary and artistic works. Contractor authorizes the withholding of payment under this Agreement pending the final disposition of any claim which may result from the foregoing indemnification.

MISCELLANEOUS

The performance may be emceed by (i.e. "welcomed by") a local market radio station personality. In no way shall this be considered a "co-promotion" or "presented by" situation. Contractor shall be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall provide to the District any and all available materials, specifically to include biographical information, photographs, audio and/or video tapes (beta only) for District's use in promotional, collateral and advertising material for this event/performance.

All promotional, collateral and advertising material for the event will be developed and approved by the District. This material will be executed in a festival-style approach. All Contractor names including spelling, capitalization, and addendums must be designated in contracts. Changes cannot be made after the contract has been finalized.

Contractor will not have prior approval of any Fair-related promotional or advertising material. All Contractor guidelines must be outlined in contracts and will be incorporated as indicated.

No preferential changes of images provided by Contractor's management or publicity agents will be permitted unless provided image is no longer valid due to personnel changes.

CONTRACTOR COMPLIMENTARY TICKETS

The District will provide the Contractor with a reasonable number of complimentary concert tickets. The amount will be negotiated at the point of booking and any tickets past that amount must be purchased by the Contractor. Should the show carry a co-headliner, support or an opening act, that number will be reduced proportionately. Contractor's guests will be subject to a parking charge at the event. If available, the Contractor may purchase additional tickets through the OC Fair box office.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

PROFANE OR OBSCENE LANGUAGE

This is a State of California facility and all performances will be viewed by adults and children alike. The use of profane or obscene language or gestures will not be tolerated. Any display of such language or gestures by any contracted performer, their crew, or their representatives or associates while in the view or earshot of any Fair guest will be a finable offense subject to ONE THOUSAND DOLLARS ($1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

OFFENSIVE OR POLITICAL STATEMENTS OR PROPS

The display of offensive, political or controversial statements, slogans, flags (specifically the Confederate flag) or emblems as part of branding or decoration will not be tolerated. Any display by any contracted performer, their crew, or their representatives or associates while in the view of any Fair guest will be a finable offense subject to ONE THOUSAND DOLLARS ($1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.

CONFLICT OF LAWS OR TERMS

It is expressly understood and agreed that this Agreement shall be governed by the laws of the State of California both substantive and procedural. In the case of conflict between the District/State Documents and Contractor's Documents, the District/State Documents shall prevail if the parties can not mutually agree upon a resolution of the conflict.

CONTRACTOR'S POWER AND AUTHORITY

Contractor or Contractor's designee as signatory to this Agreement is empowered and has the authority to enter into this Agreement and bind Contractor to the terms and conditions contained herein. If the Contractor is not signing and contracting in own name to perform the entertainment services, then whatever business entity is signing and contracting to provide the services of the Contractor shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation "F/S/O" (for the services of) and immediately followed by the name of the performing Contractor on the preprinted blank line on the first page.

-End Exhibit E-

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

V06042020

1. **SCOPE**
As a result of the worldwide COVID-19 pandemic, the 32nd District Agricultural Association (OCFEC) implemented numerous essential protocols and procedures to protect OCFEC staff, renters, event promoter/producer employees, exhibitors, vendors, contractors, subcontractors, volunteers and members of the public. These protocols and procedures do not supersede or replace any existing orders issued by local governments, the State of California or the Federal Government. The protocol and procedure guidelines (COVID-19 Guidelines) apply equally to all organizations and persons doing business on OCFEC property, both public and private, and all event types, commercial, trade or other, hosted at the OCFEC.

2. **SICK, ELDERLY AND VULNERABLE PERSONS**
Anyone who feels sick should remain at home. In addition, high-risk persons who are over 65 years of age, or anyone with chronic illness or underlying medical conditions, should continue to follow recommendations to stay at home and limit public interaction.

3. **PHYSICAL DISTANCING IN THE WORKPLACE**
Physical distancing of a minimum of six (6) feet should be maintained between customer-facing employees and the general public, and – to the extent practical – between employees in the field or at employee workstations. Where isolation of employees in the field or at employee workstations is impractical, face coverings must be worn without exception.

4. **HANDWASHING, PERSONAL PROTECTIVE EQUIPMENT, AND TESTING**
Renters, event promoters, event producers, exhibitors, vendors, and their respective contractors, subcontractors and volunteers (collectively, “Business Partners”) conducting business at the OCFEC must require all customer-facing employees to either wash their hands or use hand sanitizer every thirty minutes, or wear disposable gloves which are to be changed as frequently as specified by guidelines established for each applicable job assignment. Face coverings must be provided to all employees.

Before starting a shift, all OCFEC employees and all Business Partner employees, must have their temperatures taken and documented, and individual(s) will not be permitted to remain at work if the temperature reading exceeds 100.4 degrees (°) Fahrenheit. Affected individual(s) may only return to work after registering and documenting their temperature reading below 100.4° Fahrenheit for seventy-two (72) consecutive hours.

All OCFEC event attendees, before entering OCFEC premises, must have their temperatures taken and documented. Any OCFEC event attendee with a temperature reading above 100.4° Fahrenheit will not be permitted to attend the event and will be required to immediately leave the OCFEC premises. Paid admission/parking fee refunds will be subject to processing schedule.

All competitive professional and amateur sports participants, including youth sports participants, must be tested for COVID-19 at least one (1) week before the date of the scheduled competition, and will not be permitted to compete if the intended participant tests positive for COVID-19. If the intended participant tests positive for COVID-19, he/she will not be allowed to participate in any activities at the OCFEC until after (i) receiving a negative result on a subsequent COVID-19 test and (ii) satisfying the specified 14-day (or otherwise governmentally specified) COVID-19 quarantine period.

OCFEC Business Partners should make every effort to limit physical touch points at their respective places of business, including at the OCFEC. All OCFEC event promoters must significantly increase frequency of sanitation and disinfection measures at all workstations and equipment that come into contact with OCFEC employees and the general public. All OCFEC Business Partners must assess and identify the frequency of necessary sanitation and disinfection practices, and will review and agree upon a sanitation and disinfection schedule with the OCFEC.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

Face coverings and disposable gloves must be worn by all OCFEC Business Partner customer-facing employees. All OCFEC event attendees and visitors must wear appropriate face coverings. Physical barriers, if available, are preferred but not required as the general public will make the personal decision of whether to attend an event at the OCFEC and/or patronize an OCFEC Business Partner. For the benefit of the public, OCFEC employees and Business Partner employees, handwashing or hand sanitizing should be done as soon as possible following the handling of materials that come in contact with the general public.

5. **EVENT ATTENDANCE LIMITATIONS**

Attendance at all OCFEC events, including all move-in and move-out activities, must be limited at any given time, to no more than the current maximum attendance levels permitted by all applicable local and state orders or laws.

OCFEC Business Partners must establish and actively enforce measures to monitor and ensure attendance limitation compliance. If an OFCEC Business Partner fails to comply with event attendance limitations, the OCFEC in its sole and absolute discretion may cancel the event without notice and refer the matter to local law enforcement.

6. **OCFEC BUSINESS PARTNER COMPLIANCE**

OCFEC Business Partners shall make every effort to assure compliance with COVID-19 related mitigation requirements. If an OCFEC Business Partner fails to comply with these COVID-19 Guidelines, the OCFEC in its sole and absolute discretion may close non-compliant event spaces, exhibitor spaces or other such rental spaces, or may cancel the event without notice and refer the matter to local law enforcement.

7. **COVID-19 RELEASE AND WAIVER OF LIABILITY**

As consideration for being permitted to conduct event activities at the OCFEC, OCFEC Business Partners must acknowledge and agree to all COVID-19 Pandemic and related governmental orders, directives and guidelines, and forever release the 32nd District Agricultural Association, the State, California Fair Services Authority ("CFSA"), the County, the Lessor, and any fair affiliated organization, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner's employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner's participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.

8. **EVENT ORGANIZATION PROTOCOLS**

Each OCFEC Business Partner must submit event organization-specific COVID-19 related infection mitigation protocols and procedures for OCFEC review and approval no later thirty (30) days before the event's scheduled move-in date. The OCFEC reserves the right to reject any protocols and procedures that are in conflict with, or are less stringent than, the COVID-19 Guidelines. If the OCFEC rejects the OCFEC Business Partner's COVID-19 related infection mitigation protocols and procedures, the OCFEC Business Partner must resubmit revised infection mitigation protocols and procedures for review no less than fifteen (15) days before the event's scheduled move-in date. If OCFEC Business Partner fails to submit the COVID-19 related infection mitigation protocols and procedures on time, the OCFEC in its sole and absolute discretion may terminate the agreement and cancel the event without notice.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

9. **FURTHER ACTION AS NECESSARY**

The OCFEC reserves the right to modify these COVID-19 Guidelines as circumstances warrant. Specifically, the OCFEC recognizes that additional restrictions not reflected in these guidelines may be necessary to address the health and safety of certain populations depending upon their age or underlying health concerns, or otherwise to address medical issues as they arise.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

I HAVE CAREFULLY READ THIS AGREEMENT EXHIBIT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A CONTRACTUAL AGREEMENT BETWEEN MYSELF AND THE 32ND DISTRICT AGRICULTURAL ASSOCIATION, THE STATE, CFSA, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed on _____, 20____.

OCFEC BUSINESS PARTNER:

_____
Signature

_____
Address

_____
City State ZIP

-End Exhibit F-

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev. 03/2019)

R_____ A_____ F_____

AGREEMENT NUMBER
SA-084-21YR

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
RICHARDSON TECHNOLOGIES INCORPORATED

2. The term of this Agreement is: **06/02/2021** through **02/01/2022** **FED ID:**

3. The maximum amount of this Agreement is: **$17,500**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work **–** To provide HVAC maintenance at the Fair at the OC Fair & Event Center	Page 2-5
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 8
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 9-12
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 13-16
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 17-19
Exhibit F – OCFEC Megan's Law Screening & Certification Form (Attached hereto as part of this agreement)	Pages 20-21
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 22-24
Exhibit H – Additional Contract Terms & Conditions (Attached hereto as part of this agreement)	Pages 26-27
Exhibit I – COVID-19 Infection Mitigation Protocol & Procedure Guidelines (Attached hereto as part of this agreement)	Pages 29-31

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
Richardson Technologies Incorporated

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Frank Choate, HVAC Consultant

CONTRACTOR BUSINESS ADDRESS
PO Box 1236, Temecula, CA 92593

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND District Agricultural Association/OC Fair & Event Center

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Ken Karns, Chief Operating Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK

CONTRACT REPRESENTATIVES

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER
Dean Lassiter, Facility Maintenance Supervisor
Phone Number (714) 708-1597

Richardson Technologies Incorporated
Frank Choate, HVAC Consultant
Email: frankc@rtihvac.com

CONTRACTOR AGREES:

1. To provide "HVAC Preventive Maintenance" service necessary to keep the equipment in good operating order. Service includes:

a. Triannual maintenance of HVAC equipment listed on the attached HVAC PM Equipment Register.

b. All labor to be performed by a card carrying HVAC Journeyman.

c. Annual cleaning of condenser coils or as needed.

d. Check entire unit for proper AMP draw.

e. Inspect fan belts and pulleys and tighten as needed.

f. Check condenser pans, fins and drains for leaks, malfunctions and debris.

g. Check and clean or replace outside metal filters as needed.

h. Lubricate bearings and motors.

I. Check heat exchangers and refrigerant piping.

j. Inspect all electrical components.

k. Check for proper temperature split.

l. Supply, change and discard filters offsite (pleated merv 11).

m. Check motor and fan bearing temperatures.

n. Clean and service all condensate lines.

o. Inspect all outside filters.

p. Check Economizer function.

q. Check superheat annually.

r. Check super cooling annually.

s. Document all findings and deliver on a daily basis to Maintenance Supervisor. (See the attachment Technician Service Report).

2. To perform Triannual scheduled HVAC Preventative maintenance service. Preventive Maintenance must be completed within ten (10) business days from the time it is scheduled. Schedule will be provided by OCFEC.

3. To provide service whenever needed, 24 hours a day, seven (7) days a week.

4. To give Reactive maintenance repair labor rates.

5. To use only card carrying HVAC Journeymen personnel directly employed or supervised by Contractor.

6. To populate the onsite Technician's Service Report daily; indicating what repairs, if any, are necessary resulting from each inspection. As well as notifying the OCFEC the cost of repairs within two days of inspection per unit.

7. To improve or repair the equipment upon proper authorization from the District.

8. To turn over to District's defective parts upon replacement, upon request.

9. To take all reasonable precautions to avoid damage to property and injury to persons.

10. To provide supervisory assistance when needed.

11. To have the ability to provide services and conditions in the attached sample contract.

12. To instruct the District in the basic operation and maintenance of the HVAC equipment, that will provide the best operating system efficiency for maximum energy savings, fewer breakdowns and extended equipment life.

13. All service and or repair parts not covered under this agreement must be presented as a quotation to the District in writing and be approved by District Management before any work can commence.

14. To submit invoices at the conclusion of each triannual PM Service for services rendered. Billing cycles end in June, September and January of each contracted year.

Conditions

1. This is a prevailing wage and certified payroll jobsite for all work conducted on the OCFEC grounds.
2. All contract employees will comply with OCFEC standard safety policy, including the use of hardhats, safety harnesses when operating lift equipment, certified equipment operators and 15 mph max speed limit for all vehicles on grounds.
3. Compliance with Cal-OSHA regulations is required.
4. Contractor is responsible for the safety delineation of public egress and right away.
5. Contractor is responsible for initiating, maintaining and supervising all safety precautions and programs associated with work. (Unsafe work conditions/practices shall be stopped immediately and corrective action taken)
6. Contractor will be solely and completely responsible for conditions of the work site, including safety of all persons and property during performance of the work.
7. Contractor will responsible for daily clean up to a broom swept surface.
8. Contractor will responsible to dispose of all debris at an offsite location.

Unit Locations

LOCATION	MANUFACTURER	MODEL #	SERIAL #	PURCHASED	TONS/HP
Administration	Dankin	RKN18kevju5	2930	10/1/2009	1
Administration	Dankin	Condenser for above split unit			
Administration	TRANE	YHC048E3EMA0H0205C1B00000C	921100355L	10/1/2009	4
Administration	TRANE	YHC048E3EMA0H0205C1B00000C	921100356L	10/1/2009	4
Administration	TRANE	YHC048E3EMA0H0205C1B00000C	921100354L	10/1/2009	4
Administration	TRANE	YSC120E3ELA0R0005CIB00000D	921100357L	10/1/2009	10
Administration	TRANE	YCD240E3LOBA	919100517	10/1/2009	20
Anaheim	TRANE	WFD150B30CGB	714100806D	4/1/2007	12.5
Anaheim	TRANE	WFD150B30CGB	714100832D	4/1/2007	12.5
Anaheim	TRANE	WFD150B30CGB	714100819D	4/1/2007	12.5
Anaheim	TRANE	WFD150B30CGB	714100825D	4/1/2007	12.5
Arena Office	YORK	B4HP024A06A	107665790	5/1/2007	2
Baja Blues	YORK	B1HAO6OA25B	(S)NOF7881201	2/1/2008	5
Baja Blues	YORK	B1HAO6OA25B	(S)NOF7881203	2/1/2008	5
Baja Blues	YORK	B1HAO6OA25B	(S)NOF7880146	2/1/2008	5
Baja Blues	YORK	B1HAO6OA25B	(S)NOF7880146	2/1/2008	5
Building 15	YORK	FB4CNF,FB4CNP/25HCC5,25HCE4	1718E29243	5/1/2019	5
Building 15	YORK	FB4CNF,FB4CNP/25HCC5,25HCE4	0219E10996	5/1/2019	5
Building 15	YORK	E4FD060206A	MKNWOEA4EO		5
Building 15	YORK	EIRA060S25H	WOD6146187		5
Costa Mesa Office	YORK	B1HA030A06B	(S)NOL4140081	11/5/2005	2.5
Costa Mesa	CARRIER	50TCQD17A2A5-OAOGO	1519P18933	5/15/2019	15
Costa Mesa	CARRIER	50TCQD17A2A5-OAOGO	1618P22309	7/1/2018	15
Costa Mesa	CARRIER	50TCQD17A2A5-OAOGO	2417P26824	7/1/2017	15
Costa Mesa	CARRIER	50TCQD17A2A5-OAOGO	2417P26822	7/1/2017	15
Costa Mesa	CARRIER	50TCQD17A2A5-OAOGO	2417P26823	7/1/2017	15
Costa Mesa	CARRIER	50TCQD17A2A5-OAOGO	1820P15824	6/9/2020	15
Costa Mesa	CARRIER	50TCQD17A2A5-OAOGO	1519P18933	5/15/2019	15
Costa Mesa	CARRIER	50TCQD17A2A5-OAOGO	1618P22307	7/1/2018	15

DPS	YORK	B1HA048A25B	(S)OM5278079	2.1.2005	4
Events and Education	YORK	B2HZ048A25A	(S)N1H1261363	5/1/2012	4
Equestrian Center	CARRIER	50HJQ0005---601--	2296G20005		
Hangar	CARRIER	48PGLM16-DE50-HV	48PGLM16-DE50-HV	4/1/2010	15
Hangar	CARRIER	48PGLM16-DE50-HV	2309G40036	4/1/2010	15
Hangar	CARRIER	48PGLM16-DE50-HV	2309G30037	4/1/2010	15
Hangar	CARRIER	48PGLM16-DE50-HV	2309G40037	4/1/2010	15
Hangar	CARRIER	48PGLM16-DE50-HV	2309G10037	4/1/2010	15
Hangar	CARRIER	48PGLM16-DE50-HV	2309G30036	4/1/2010	15
Hangar	CARRIER	48TCSA04A3F5A0A0C0	2009G10247	4/1/2010	5
Hangar	CARRIER	48TCSA04A3F5A0A0C0	2009G10246	4/1/2010	5
Hangar	CARRIER	48ESN024060311--	0809G20874	4/1/2010	5
Hangar	CARRIER	48ESN024060311--	0809G20871	4/1/2010	5
Hangar	CARRIER	38MVCO24---301--	2608V24318	4/1/2010	2
Hangar	CARRIER	40MVCO24 - 301	2608V22877	4/1/2010	2
Hereos Hall	TRANE	yhd150g4rxa2ny7* 04	(s) 163811045d	1/2/2016	12.5
Hereos Hall	TRANE	yhd150g4rxa2ny8* 04	(s) 163811021d	1/2/2016	12.5
Huntington Beach	CARRIER	50TCQD12A2A5A0A0G0	4918P42598	5/15/2019	10
Huntington Beach	CARRIER	50TCQD12A2A5A0A0G0	3119P36671	6/9/2020	10
Huntington Beach	CARRIER	50TCQD12A2A5A0A0G0	3119P37111	6/9/2020	10
Huntington Beach	CARRIER	50TCQD12A2A5A0A0G0	4818P86919	5/15/2019	10
Huntington Beach	CARRIER	50TCQD12A2A5A0A0G0	0718P39994	6/15/2018	10
Huntington Beach	CARRIER	50LJQO12-531GA	1795G30337	12/1/1995	10
Huntington Beach	CARRIER	50LJQO12-531GA	1795G30333	12/1/1995	10
Huntington Beach	CARRIER	50TCQD12A2A5A0A0G0	0718P40005	6/15/2018	10
Huntington Beach restaurant	YORK	F-RP042H06A	EEFS116587		
Huntington Beach restaurant	GOODMAN	CK36-1C	9704014606		3
Los Alamitos	FUJITSU	ASU24R1	ARA004323	2/15/2019	3
Los Alamitos	TRANE	WFD150B30CGB	714100813D	4/1/2007	12.5
Los Alamitos	TRANE	WFD150B30CGB	714100800D	4/1/2007	12.5
Los Alamitos	TRANE	WFD150B30CGB	714100775D	4/1/2007	12.5
Los Alamitos	TRANE	WFD150B30CGB	714100725D	4/1/2007	12.5
Los Alamitos	TRANE	WFD150B30CGB	714100788D	4/1/2007	12.5
Maintenance Office	TAPPAN	PCG4A360502X1	WIG8989270	7/15/2018	3
Maintenance Fran's Office	TAPPAN	24GA036KO72X	R4B020600966	1/1/2003	3
Maintenance IT	YORK	D3NZ036N05606NXC	W1C3584656	4/1/2013	3

Offices					
Maintenance IT Server room	Dakin	RKN24KEVJU	COO3616	10/1/2007	2
Maintenance	TAPPAN	24GA036KO72X	917015H	2.1.2002	3
Maintenance	YORK	D3NZ036N05606NXC	W1H2080860	9/1/2012	3
Maintenance	TAPPAN	R4GA03K045X	917014H	2.1.1997	3
Maintenance Event ops	NORDYNE	JT5BD-036K	JTF070601870	1/15/2009	3
Pac Amp Box Office	PAYNE	309925-04	BBEMO150MAOO		3
Pac Amp Kitchen	ULTRA COOL	ASA5112	SC55780	5/1/2008	
Pac Amp Office	CARRIER	38QRR048---5	4907X92961	5/1/2008	4
Pac Amp Sound	CARRIER	38QRR024---3	5007X90516	5/1/2008	2
Parking Office	YORK	B3HP030AOCA	(S)NOD7607332		
Plaza Pacifica N	TRANE	ymc102f3rla0700c	140912247l	15-Oct	8.5
Plaza Pacifica S	TRANE	ymc102f3rla0700c	140912238l	15-Oct	8.5
Plaza Pacifica BOX N	PANASONIC 1HP	CS-KS18NB4UW	28741	15-Oct	1 HP
Plaza Pacifica BOX S	PANASONIC 1HP	CS-KS18NB4UW	28641	15-Oct	1 HP
Ranch	AMANA	RHA24B2A	9810112758	12/1/1998	3
Ranch	AMANA	RHA24B2A	9810112676	12/2/1998	3
Ranch	AMANA	RHA36A3A		12/3/1998	3
Ranch	AMANA	RHA24B2A	9810112758	12/1/1998	3
Silo	TRANE	TWR036C100A3	M451L3GCF		3
Silo	YORK	E1RD036S6B	WOD7617859	4/6/2009	3
Spectra Corporate	CARRIER	48VLNA6009050	1612C31227	5/1/2012	5
Spectra Corporate	CARRIER	48VLNA6009050	1312C29448	5/1/2012	5
Spectra Office Green	YORK	BIHA036A25B	NOK6962692	5/1/2007	3

Required Report

Equipment Name:				
Task	**Frequency**			
	Annual			
Superheat				
Sub cooling				
	January			
Electric Heater				
Heater L1 Amps				
Heater L1 Volts				
Heater L2 Volts				
		January	**June**	**September**
L1 to L2				
L1 current				
Condenser fins				
All motors				
Clean condenser				
Air Filters				
Outside metal filters				
Heater, Gas ,Heat pump				
Economizer function				
Condensate drain				
Bearing Temperatures				
Temperature split				
Clean Evaporator coils as needed				
Signs of arcing/burning				
Inspect belt condition				
Electrical wiring and connections				

Notes	
Date	**Issue**

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5100-20

PAYMENT PROVISIONS:

Payment will be made Net 30 upon satisfactory completion of services herein required and upon receipt of proper invoice.

Invoice shall be itemized and contain the District's Purchase Order number. Invoice to be sent via email to AP@ocfair.com or mailed as follows:

OC Fair & Event Center
Attn: Accounts Payable
88 Fair Drive
Costa Mesa, CA 92626

Service Rates:

$120 per hour regular time (7:00 a.m. to 4:59 p.m.)
$180 per hour overtime (After 5 p.m. and weekends)
$240 per hour holiday rate (On any State of Federal Holiday)

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL:**
   This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
   No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
   Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
   Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
   The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR*:***
   Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)
Page 2 of 4

9. RECYCLING CERTIFICATION:
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:
During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:
Time is of the essence in this Agreement.

13. COMPENSATION:
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:
The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)
Page 3 of 4

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC 04/2017 / CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)
Page 2 of 4

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:**
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. **GENDER IDENTITY**:
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)
Page 3 of 4

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)
Page 4 of 4

4. CONTRACTOR NAME CHANGE:
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:
A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION:
Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:
This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS
Page 1 of 3

California Fair Services Authority #19-02

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate – The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. Coverages:

   a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall be not less than **$5,000,000 per occurrence** for Fairtime Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **$5,000,000 per occurrence** for the following types of Motorized Events: automobile races, drifting exhibitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, enduro, pro stock; **$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races; **$3,000,000 per occurrence** for Rodeo Events all types **with a paid gate** and any Rough Stock events; **$2,000,000 per occurrence** for Rodeo Events All Types **without a paid gate** and with any Rough Stock events and for Swap Meets/Flea Markets held two or more times per calendar year; **$2,000,000 per occurrence** for the following Motorized events: car jumping contests/demonstrations of hydraulic modifications to automobiles; **$2,000,000 per occurrence** for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Cannabis Festivals/Trade Shows, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; **$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events**; $1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

   The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the contractor/renter's activities, or business to be conducted under the contract or rental agreement/lease, must be listed in the Certificate of Insurance. If there is a self-insured retention or deductible in the contractor/renter's coverage equal to or in excess of $100,000, the self-insured retention/deductible amount shall be included as part of the Certificate of Insurance. A copy of the contractor/renter's policy declaration page containing this

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)
Page 2 of 3

information as an attachment/exhibit to the Certificate of Insurance will be acceptable, provided it contains all the aforementioned information.

b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than $1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.

c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

d. Medical Malpractice - Medical Malpractice coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving medical services.

e. Liquor Liability - Liquor Liability coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

5. Certificate Holder:
   - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
   - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

B. CFSA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

C. Master Certificates - A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)
Page 3 of 3

performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.

2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.

2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.

3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.

4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

-End Exhibit E-

EXHIBIT F – MEGAN'S LAW SCREENING CERTIFICATION AND LISTING

OC Fair & Event Center

Page 1 of 2

This form must be completed legibly, with all information requested. Typewritten or computer-generated forms or reports may be substituted provided that: all required information is included in columnar form, and the listing report is attached to this form. The certification section must be signed by an authorized representative of the contractor.

Company/Organization Name: _____

Contact Name: _____ **Contact Telephone :**_____

Type of Company/Organization (Circle one):	**Contractor**	**Consultant**	**Concessionaire**
	Entertainer	**Exhibitor**	**Volunteer**

Other/Explanation if Needed: _____

The undersigned represents and warrants that attached to this Megan's Law Screening Certification and Listing is a full, true, correct, complete, and accurate listing of all persons scheduled to work or volunteer for the company/organization identified above ("Contractor") during the annual OC Fair or Imaginology. If any other or additional individuals will be performing work, labor, or services, I understand that my company/organization is required to submit a supplemental listing(s) identifying those individuals.

The undersigned represents and warrants that all persons and individuals performing services on behalf of Contractor, including, but not limited to, its agents, employees, subcontractors, and volunteers have been screened for sex offender registration before each individual commenced work, services, and/or was present at the OCFEC facility. The undersigned represents and warrants that no individual who is a registered sex offender will be assigned or permitted to perform services on behalf of Contractor at or on OCFEC premises.

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless OCFEC from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorney's fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of Contractor's obligations under this Megan's Law Screening Certification and Listing, regardless of responsibility of negligence; by reason of death, injury, property damage, however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Contractor, or any of its employees or agents).

The undersigned represents and warrants that he/she is fully authorized to execute this Megan's Law Screening Certification and Listing on behalf of Contractor.

_____ _____

Company/Organization Representative's Signature Title of Representative

_____ _____

Printed Name Date

EXHIBIT F – MEGAN'S LAW SCREENING CERTIFICATION AND LISTING (CONT.)
OC Fair & Event Center
Page 2 of 2

Megan's Law Screening Listing

Full Name (Last, First Middle)	Full Name (Last, First Middle)

Please duplicate this listing sheet if additional space is required

EXHIBIT G – UNIFORM AND ID PROCEDURES & CERTIFICATION

PROCEDURE 0004: Uniforms for Contractors and their Employees.

PPE (Personal Protective Equipment): Closed-toe shoes and steel toe work shoes/boots where appropriate and other PPE as required by task and OSHA guidelines.

Purpose: To ensure all OCFEC contractors, including employees, are wearing company approved uniforms when present in a working capacity at the OCFEC.

1. Each OCFEC contractor and its respective employees (collectively, "Contractor") shall wear their own company uniform at all times when working on OCFEC property, including without limitation, the Pacific Amphitheatre, The Hangar and Action Sports Arena.

2. A uniform can be a logo T-shirt, polo style shirt or full button down shirt; if a jacket (or outerwear) is also required, the jacket must have the company logo on the front of the jacket. OCFEC will require pre-approval of the company uniform style and logo. The company logo must be highly visible and non-offensive in nature.

3. If a Contractor wears a jacket (or outerwear), the required photo identification must remain visible at all times (Part X – Section A-6, Procedure 0005).

4. If any OCFEC Contractor is not in the proper company uniform, he or she will be asked to leave the OCFEC premises and may not return until he or she is wearing the required uniform.

5. If any OCFEC Contractor violates OCFEC procedures, including this OCFEC Contractor Uniform Policy, OCFEC management will ask the Contractor to permanently replace that employee.

6. Continued lack of support for, or adherence to, OCFEC procedures, including this OCFEC Contractor Uniform Policy, may result in the cancellation of the contract between the OCFEC and contractor.

PROCEDURE 0005: OCFEC Contractors and their Employees wearing identification in the Pacific Amphitheatre, backstage and on OCFEC property.

PPE (Personal Protective Equipment): Break-away OCFEC photo identification card lanyard.

Purpose: To ensure all contractors and their employees are properly wearing required identification in the proper manner.

1. Each OCFEC contractor and its respective employees (collectively, "Contractor") must wear OCFEC approved and supplied photo identification cards around their neck or in another highly visible area at all times while working for the OCFEC. (Note: an additional clip option is available due to work requirements).

2. The OCFEC department Director responsible for the work area will provide a complete list of all Contractors to badging trailer personnel. All Contractors must visit the OCFEC trailer to have their photograph taken and to be provided with their OCFEC photo identification card and a break-away lanyard (and/or clip if requested by the contractor).

3. The OCFEC department Director responsible for the work area will provide a copy of this OCFEC Contractor Photo Identification Procedure to all contractors to review and this OCFEC Contractor Photo Identification Procedure shall be incorporated as part of all OCFEC contracts.
4. Contractors may not access the backstage area of the Pacific Amphitheatre without a backstage pass, which must be pre-approved by the OCFEC department Director and OCFEC Vice President responsible for the work area.

5. All OCFEC department Directors and OCFEC Vice Presidents must forward to the Pacific Amphitheatre backstage Security Manager the name of each OCFEC Contractor that was issued a backstage pass by that Department Director or OCFEC Vice President. Only the Pacific Amphitheatre backstage Security Manager has the authority to provide OCFEC Contractors with Pacific Amphitheatre backstage passes. All Pacific Amphitheatre backstage passes must be worn by the OCFEC Contractor as described above.

6. All Contractors must be courteous and cooperative when at any venue access point, entry, gate or if approached by Security/Law Enforcement for ID inspection.

7. Contractors will be allowed in the Pacific Amphitheatre backstage area only to perform job functions; once the Contractor completes the Contractor's job functions in the Pacific Amphitheatre backstage area, Contractor must immediately leave the area.

8. Contractors not properly wearing required OCFEC identification will be asked to leave, or may be escorted from, the OCFEC property.

9. If any OCFEC Contractor violates OCFEC procedures, including this OCFEC Contractor Photo Identification Procedure, OCFEC management will ask the Contractor to permanently replace that employee.

10. Continued lack of support for, or adherence to, OCFEC procedures, including this OCFEC Contractor Photo Identification Procedure, may result in the cancellation of the contract between the OCFEC and Contractor.

By signing this form, the bidder has read and understood OCFEC's policies above, and is agreeing to follow all procedures.

_____ _____

(Print Name & Title) (Signature)

_____

(Date)

If this status form is not completely filled out, signed and submitted with bidder's response to the IFB, the bid will be rejected as non-responsive.

-End Exhibit G-

EXHIBIT H – ADDITIONAL CONTRACT TERMS AND CONDITIONS

1. AUTHORIZED REPRESENTATIVE

Contractor must maintain one (1) or more English speaking representatives who are authorized to take immediate action and make requested adjustments and/or changes as required by District Management. This person must be identified to the District as the Contractor's authorized representative.

2. LICENSES, PERMITS AND CERTIFICATIONS

Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s), permits(s) and certification(s) required by law or as part of this contract for accomplishing any work required in connection with this agreement. In the event any license(s), permit(s) or certification(s) expire at any time during the term of this contract, Contractor agrees to provide agency a copy of the renewed license(s), permit(s) or certification(s) within thirty (30) days following the expiration date

In the event the Contractor fails to keep in effect at all times all required license(s), permit(s), and certification(s), the District may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

3. SITE ACCESS

District shall allow Contractor access to the District's property as needed. If access is required during annual OC Fair hours, the District will provide necessary admission and parking credentials for the employees performing in service of the contract.

4. INSURANCE

Proof of insurance, meeting the requirements of the State (see Exhibit E) must be made available to the District within fifteen (15) days of contract award. Failure to do so could result in termination of said contract.

5. WORK PERMIT LAW

If Contractor employs youth under the age of eighteen (18) years, he/she is required by law to see that each such employee holds a valid work permit. Contractor is further required to adhere to all applicable child labor laws.

6. PERSONNEL

All Contractor employees are employees of the Contractor and not the District. No agent, servant or employee of the Contractor will under any circumstances be deemed an agent, servant or employee of the District.

The District reserves the sole absolute right to determine, at its discretion, that any person or agent used by Contractor in the performance of the contract shall be excluded from such performance on the grounds that his or her appearance or conduct is detrimental to the District's operation. Determination of these matters by District Management shall be final.

7. POTENTIAL SUBCONTRACTORS/INDEPENDENT CONTRACTORS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any subcontractors/independent contractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations contained herein. The Contractor agrees to be as fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor's obligation to pay its subcontractors/independent contractors is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any subcontractor/independent contractor.

Subcontracting of goods or services must be approved in writing by the District.

ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

8. SUPPLIERS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any suppliers.

The Contractor agrees to be as fully responsible to the District for the acts and omissions of its suppliers and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its suppliers is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any supplier.

9. TRAVEL, TRANSPORTATION AND ACCOMMODATIONS

Contractor is responsible for all necessary travel, fuel, transportation and housing accommodations.

10. INVOICES

Invoices shall be submitted upon completion of services rendered to the District.

All invoices must contain Contractor's invoice number, District-issued Purchase Order (PO) number, detailed work logs and hours by Service Type for the labor required to fulfill these services.

Contractor shall send invoices and any supporting documentation via email to AP@ocfair.com (the District's preferred mechanism) or mail to OC Fair & Event Center, Attn: Accounts Payable, 88 Fair Drive, Costa Mesa, CA 92626.

Upon contract award and throughout the duration of the contract, Contractor shall work with the District to ensure invoicing needs are continually met.

11. PAYMENT

Payments to the Contractor will be made by the 32nd District Agricultural Association and paid in full within 30 days upon satisfactory completion of each event and receipt of proper invoice.

12. PRICING/FINANCIAL PROPOSAL BID FORM

The Financial Proposal Bid Form will be used to develop the "not to exceed" amount of the contract. The estimated quantities provided are based upon historical experience and anticipated future needs, and may change depending upon actual needs/usage. Billing/invoicing will be determined by multiplying actual usage by the Service Type rate as entered on the Financial Proposal Bid Form.

The District may elect to add a contingency line item to accommodate specifications within the scope of the effort, if approved by the District, during the implementation of this contract.

13. MEGAN'S LAW SCREENING

All of Contractor's employees, agents, servants, volunteers, independent contractors and/or employees, agents, servants, volunteers, independent contractors of Contractor's subcontractors who will be performing job related duties on District premises must pass background checks under "Megan's Law" as required by the District's current Megan's Law policy (and as that policy may be amended by the District from time to time), and any other reasonable background checks that may be required by the District as a result of policies adopted by the District's Board of Directors. Contractor will certify in writing that they have conducted the required screening and will indemnify the District for any negligence arising out of or connected with their obligations pertaining to the required screening. Contractor shall not be held liable for the lack of or inaccuracies in reporting made available by the states. A full, true and correct copy of the District's current Megan's Law policy is attached.

ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

14. RIGHT TO REPLACE/DISMISS

Contractor's onsite personnel are subject to approval of the District during the entire term of contracted services. The District has the right, in accordance with applicable law, to require replacement of Contractor's onsite personnel or any member of Contractor's onsite personnel.

If at any time the District determines that any employee, agent or officer of Contractor or of Contractor's permitted subcontractors, is in violation of District policies regarding harassment, discrimination or offensive behavior or Megan's Law, or fails to meet the District's safety and customer service standards, the District may notify Contractor verbally and/or in writing. Contractor will promptly correct the behavior, performance or condition giving rise to the notification described herein to the satisfaction of the District. If Contractor fails to correct the behavior, performance or condition giving rise to the notification described herein, the District may demand that Contractor (or Contractor's subcontractor, as the case may be) cease using said employee at the District's facilities and Contractor (or Contractor's subcontractor, as the case may be) will promptly comply with such request. If the District requests replacement of onsite personnel or any of its members, Contractor must furnish a replacement immediately or as otherwise determined necessary by the District. Nothing contained in this paragraph shall obligate the District to monitor the behavior of Contractor's employees or of Contractor's subcontractor's employees. The District retains the right to review the resumes of all Contractor personnel and confirm compliance.

15. GRATUITIES

Contractor is prohibited from offering any gift or gratuity to employees and/or officers of the 32nd District Agricultural Association, as employees and officers are not permitted to accept them under any circumstances. Contractor and/or Contractor's employees shall not solicit or accept any gifts. This includes cash, tickets, food, drinks, merchandise or any other items from District staff, promoters and/or vendors to perform the functions detailed in this agreement. Any violations of this policy may result in the dismissal of the employee and a performance violation notice issued to the Contractor.

16. EVALUATION OF CONTRACTOR PERFORMANCE

Contractor will be evaluated on their performance, including, but not limited to, Contractor's record of conforming to contract requirements and to standards of good workmanship; Contractor's record of forecasting and controlling costs; Contractor's adherence to contract schedules, including the administrative aspects of performance; Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; Contractor's record of integrity and business ethics, and generally, Contractor's business-like concern for the interest of the District and its customers.

Contractor shall work with District staff to ensure contract compliance, whether by phone, email or in-person meetings, as determined necessary by the District. The District retains the right to notify Contractor of any performance issues at any time for the duration of the contract term. Notification will be provided in writing to Contractor, whereupon Contractor shall have five (5) days to respond to the District's request for compliance. Unless mutually agreed upon otherwise, performance issues shall be corrected within fifteen (15) days of District's notification to Contractor.

Failure to supply equipment and/or personnel as required may result in a notice of default and/or an adjustment to the fees charged for equipment and/or labor.

Contractor may be disqualified from potential bidding opportunities if the District deems Contractor as unresponsive to repeated requests for corrective action.

17. NON-EXCLUSIVE AGREEMENT

Contractor understands and agrees that this is a non-exclusive agreement. The District may hire other contractors for work of a similar or identical nature.

ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

18. TERMINATION

The District reserves the right to terminate any contract at any time with or without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations and/or performances required in the terms of the contract.

19. 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.

20. PHONE NUMBERS

Contractor shall provide the District with phone numbers for their authorized representative(s) and with a 24-hour "On Call" phone number for emergencies.

21. VEHICLES, EQUIPMENT AND SUPPLIES

All vehicles and equipment such as utility carts, trucks, trailers, vans, boom lifts, scissor lifts, pressure washers, back pack blowers, hand trucks, brooms, hoses and pickers and all cleaning supplies such as stripper, detergents, sanitizers, air fresheners and other chemicals shall be owned and/or provided by Contractor. The District will provide consumable paper products, waste receptacles and plastic waste receptacle liners. All vehicles and equipment will be clearly marked with Contractor's company name and/or logo. Equipment shall be in proper operating condition with all guards in place. No equipment shall be left unattended. Equipment and supplies must be stored in designated areas agreed upon by the District. All Safety Data Sheets (SDS) for all chemical-cleaning products used must be on-site accessible by the District, per Global Harmonization System (GHS). Contractor shall take all necessary safety precautions when using vehicles, equipment and cleaning products. Drivers of all vehicles and equipment shall possess a valid driver license and be 18 years of age or older. Street sweepers should be South Coast Air Quality Management District Rule 1186 certified and Rule 1186.1 compliant and no older than 2 years. Contractor shall furnish all necessary labor, supervision, equipment, tools, materials (excluding dumpsters), permits, transportation and insurance in the performance of these specifications.

22. VEHICLE UTILITY CARTS

Contractor may provide utility carts for employees, if necessary, to complete Scope of Work. Carts are not permitted to park in front of buildings or in pathways blocking pedestrian access points. Drivers shall possess a valid driver's license and be 18 years of age or older and abide by all applicable local, State and Federal laws related to cart safety. Weather protection of equipment is the responsibility of the Contractor.

23. VENUE CLEAN-UP

a. Contractor is to keep job site clean daily and upon project completion.
b. Contractor shall sweep and blow all debris daily and upon project completion.
c. Contractor will dump all green waste in the provided 40 yard dumpster on OCFEC grounds.
d. Do not dispose of any construction material or project waste on OCFEC grounds or in OCFEC containers.
e. Contractor is to keep all compound and chemicals out of storm drains & sewers.
f. Contractor will protect ground surfaces from oil and other leaks that may come from service trucks.

ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

24. TELEPHONE NUMBERS

Contractor shall provide the District with a 24-hour "On Call" phone number for emergencies and event schedule changes.

25. PERSONNEL POLICY

All Contractor employees must receive an orientation on the duties they will be required to perform, safety training to ensure employees working with chemicals are familiar with SDS per GHS and harassment training (prior to working). In addition, ongoing customer service training will be required during the term of this contract to educate current employees and new hires. Contractor is required to supply all required training and a schedule of planned training shall be provided to the District at the beginning of every quarter in January, April, July and October. All employees will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property; when entering and while working on the grounds. Badges will have the name visible and worn on the upper right or left torso. All badges must be returned from terminated employees. All other employee badges must be returned on Friday following the end of the OC Fair. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

26. UNIFORMS AND BADGES

Contractor's employees shall be at all times neatly and cleanly uniformed and must meet reasonable prescribed grooming guidelines and appearance standards.
The District requires Contractor's employees to wear badges, identification cards, and/or credentials in a clearly visible location (per attached procedure) while Contractor's employees are on the District's premises. Contractor personnel will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property, when entering and while working on the grounds. Badges shall have the name visible and worn on the upper right or left torso. Badges are specific to each person and are non-transferable. All badges must be returned from terminated employees. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

27. SUBCONTRACTING

Subcontracting of goods or services must be approved in writing, by the District.

28. FIRE REGULATIONS

All fire regulations as prescribed by the State Fire Marshal must be strictly adhered to.

-End Exhibit H-

EXHIBIT I – COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

1 of 3

1. SCOPE

As a result of the worldwide COVID-19 pandemic, the 32nd District Agricultural Association (OCFEC) implemented numerous essential protocols and procedures to protect OCFEC staff, renters, event promoter/producer employees, exhibitors, vendors, contractors, subcontractors, volunteers and members of the public. These protocols and procedures do not supersede or replace any existing orders issued by local governments, the State of California or the Federal Government. The protocol and procedure guidelines (COVID-19 Guidelines) apply equally to all organizations and persons doing business on OCFEC property, both public and private, and all event types, commercial, trade or other, hosted at the OCFEC.

2. SICK, ELDERLY AND VULNERABLE PERSONS

Anyone who feels sick should remain at home. In addition, high-risk persons who are over 65 years of age, or anyone with chronic illness or underlying medical conditions, should continue to follow recommendations to stay at home and limit public interaction.

3. PHYSICAL DISTANCING IN THE WORKPLACE

Physical distancing of a minimum of six (6) feet should be maintained between customer-facing employees and the general public, and – to the extent practical – between employees in the field or at employee workstations. Where isolation of employees in the field or at employee workstations is impractical, face coverings must be worn without exception.

4. HANDWASHING, PERSONAL PROTECTIVE EQUIPMENT, AND TESTING

Renters, event promoters, event producers, exhibitors, vendors, and their respective contractors, subcontractors and volunteers (collectively, “Business Partners”) conducting business at the OCFEC must require all customer-facing employees to either wash their hands or use hand sanitizer every thirty minutes, or wear disposable gloves which are to be changed as frequently as specified by guidelines established for each applicable job assignment. Face coverings must be provided to all employees.

Before starting a shift, all OCFEC employees and all Business Partner employees, must have their temperatures taken and documented, and individual(s) will not be permitted to remain at work if the temperature reading exceeds 100.4 degrees (°) Fahrenheit. Affected individual(s) may only return to work after registering and documenting their temperature reading below 100.4° Fahrenheit for seventy-two (72) consecutive hours.

All OCFEC event attendees, before entering OCFEC premises, must have their temperatures taken and documented. Any OCFEC event attendee with a temperature reading above 100.4° Fahrenheit will not be permitted to attend the event and will be required to immediately leave the OCFEC premises. Paid admission/parking fee refunds will be subject to processing schedule.

All competitive professional and amateur sports participants, including youth sports participants, must be tested for COVID-19 at least one (1) week before the date of the scheduled competition, and will not be permitted to compete if the intended participant tests positive for COVID-19. If the intended participant tests positive for COVID-19, he/she will not be allowed to participate in any activities at the OCFEC until after (i) receiving a negative result on a subsequent COVID-19 test and (ii) satisfying the specified 14-day (or otherwise governmentally specified) COVID-19 quarantine period.

EXHIBIT I – COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

OCFEC Business Partners should make every effort to limit physical touch points at their respective places of business, including at the OCFEC. All OCFEC event promoters must significantly increase frequency of sanitation and disinfection measures at all workstations and equipment that come into contact with OCFEC employees and the general public. All OCFEC Business Partners must assess and identify the frequency of necessary sanitation and disinfection practices, and will review and agree upon a sanitation and disinfection schedule with the OCFEC.

Face coverings and disposable gloves must be worn by all OCFEC Business Partner customer-facing employees. All OCFEC event attendees and visitors must wear appropriate face coverings. Physical barriers, if available, are preferred but not required as the general public will make the personal decision of whether to attend an event at the OCFEC and/or patronize an OCFEC Business Partner. For the benefit of the public, OCFEC employees and Business Partner employees, handwashing or hand sanitizing should be done as soon as possible following the handling of materials that come in contact with the general public.

5. EVENT ATTENDANCE LIMITATIONS

Attendance at all OCFEC events, including all move-in and move-out activities, must be limited at any given time, to no more than the current maximum attendance levels permitted by all applicable local and state orders or laws.

OCFEC Business Partners must establish and actively enforce measures to monitor and ensure attendance limitation compliance. If an OFCEC Business Partner fails to comply with event attendance limitations, the OCFEC in its sole and absolute discretion may cancel the event without notice and refer the matter to local law enforcement.

6. OCFEC BUSINESS PARTNER COMPLIANCE

OCFEC Business Partners shall make every effort to assure compliance with COVID-19 related mitigation requirements. If an OCFEC Business Partner fails to comply with these COVID-19 Guidelines, the OCFEC in its sole and absolute discretion may close non-compliant event spaces, exhibitor spaces or other such rental spaces, or may cancel the event without notice and refer the matter to local law enforcement.

7. COVID-19 RELEASE AND WAIVER OF LIABILITY

As consideration for being permitted to conduct event activities at the OCFEC, OCFEC Business Partners must acknowledge and agree to all COVID-19 Pandemic and related governmental orders, directives and guidelines, and forever release the 32nd District Agricultural Association, the State, California Fair Services Authority (“CFSA”), the County, the Lessor, and any fair affiliated organization, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively “Releasees”) from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner’s employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner’s participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.

EXHIBIT I – COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

8. EVENT ORGANIZATION PROTOCOLS

Each OCFEC Business Partner must submit event organization-specific COVID-19 related infection mitigation protocols and procedures for OCFEC review and approval no later than thirty (30) days before the event's scheduled move-in date. The OCFEC reserves the right to reject any protocols and procedures that are in conflict with, or are less stringent than, the COVID-19 Guidelines. If the OCFEC rejects the OCFEC Business Partner's COVID-19 related infection mitigation protocols and procedures, the OCFEC Business Partner must resubmit revised infection mitigation protocols and procedures for review no less than fifteen (15) days before the event's scheduled move-in date. If OCFEC Business Partner fails to submit the COVID-19 related infection mitigation protocols and procedures on time, the OCFEC in its sole and absolute discretion may terminate the agreement and cancel the event without notice.

9. FURTHER ACTION AS NECESSARY

The OCFEC reserves the right to modify these COVID-19 Guidelines as circumstances warrant. Specifically, the OCFEC recognizes that additional restrictions not reflected in these guidelines may be necessary to address the health and safety of certain populations depending upon their age or underlying health concerns, or otherwise to address medical issues as they arise.

I HAVE CAREFULLY READ THIS AGREEMENT EXHIBIT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A CONTRACTUAL AGREEMENT BETWEEN MYSELF AND THE 32ND DISTRICT AGRICULTURAL ASSOCIATION, THE STATE, CFSA, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed on _____, 20____

OCFEC BUSINESS PARTNER

_____
Signature

_____
Address

_____
Address

-End Exhibit I-

STATE OF CALIFORNIA
STANDARD AGREEMENT **R_____ A_____ F_____**
STD 213 (Rev. 03/2019)

AGREEMENT NUMBER
SA-086-21FT

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
WILLIAMS SCOTSMAN, INC.

2. The term of this Agreement is: **06/10/2021** through **06/09/2023** **FED ID:**
Option years (06/10/23-06/09/24; 06/10/24-06/09/2025; 6/10/2025-6/9/2026)

3. The maximum amount of this Agreement is: **$44,645.00; $125,916 (Include option years)**
(2021-$21,464; 2022-$23,181; 2023-$25,035; 2024-$27,037; 2025-$29,199)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work **–** To provide unisex restroom trailer rental at the Fair at the OC Fair & Event Center	Page 2-4
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 5
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 6-9
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 10-13
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 14-16
Exhibit F – OCFEC Megan's Law Screening & Certification Form (Attached hereto as part of this agreement)	Pages 17-18
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 19-20
Exhibit H – Additional Contract Terms & Conditions (Attached hereto as part of this agreement)	Pages 21-25
Exhibit I – COVID-19 Infection Mitigation Protocol & Procedure Guidelines (Attached hereto as part of this agreement)	Pages 26-28

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
William Scotsman, Inc.

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Rigel Frame, General Manager

CONTRACTOR BUSINESS ADDRESS
901 S. Bond St, Suite 600, Baltimore, MD 21231

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND District Agricultural Association/OC Fair & Event Center

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Michele Richards, Chief Executive Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK

CONTRACT REPRESENTATIVES

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER
Dean Lassiter, Facility Maintenance Supervisor
Phone Number (714) 708-1597

William Scotsman, Inc.
Trent French
Cell: 562-762-0441, Email: Trent.French@willscot.com

The District's Invitation For Bid, Unisex Restroom Trailer Rental dated Utility Golf Cart Renal released April 6, 2021, is on file in the Office of the 32nd District Agricultural Association, and is incorporated herein by reference and made a part of this agreement.

CONTRACTOR AGREES:

SCOPE OF WORK:

1. To rent to the District two (2) Unisex Restroom Trailer Units with ADA ramps. All Restroom Trailer units shall be 12' x 20'.

2. To provide the rental of Restroom Trailer units according to the below delivery and pick-up dates on or approximate to the below sample schedule. The District shall provide delivery and pick up dates no later than thirty (30) days before delivery.

3. The rental rate is inclusive of all equipment, equipment maintenance, fuel, tax, materials, tools and labor necessary for the delivery, installation, equipment maintenance, removal and pick-up of trailers.

4. The Restroom Trailer units shall be delivered and installed between 8:00 a.m. to 2:30 p.m. Unless otherwise directed by the District.

5. The Restroom Trailer units shall be removed and picked up between 8:00 a.m. to 2:30 p.m. Unless otherwise directed by the District.

6. Contractor has certified Restroom Trailer units are compliant with all federal, state, municipal or local building codes, zoning ordinances, rules, laws or other types of regulations or use codes.

7. All Restroom Trailer units shall meet state of California ADA specifications.

8. All Restroom Trailer units shall have hard pipe sewer connections (no holding tanks). Each unit shall have a single readily identifiable stub out for plumbing fixtures including water supply as well as waste.

9. Each Restroom Trailer unit shall provide one breaker panel compatible with 50 amp 110/240 v; service installation by District's Maintenance and Operations Dept.

10. Each Restroom Trailer unit shall be equipped with 110v extractor fans.

11. District staff shall be responsible for connecting and disconnecting plumbing upon restroom trailer unit installation and removal.

12. Contractor shall be responsible for all Restroom Trailer unit placement, installation and removal of all decking, ramps, stairs, seismic ties, etc. All ties shall be removed and penetrations shall be repaired to original surface conditions. I.e. asphalt, dirt.

13. The Restroom Trailer units shall occupy various locations within District property and shall consist of one (1) unique floor plan, as specified below. Contractor warrants that any equipment shall not differ from the exact

requirements. In the event that equipment does not conform to the foregoing requirements, Contractor agrees to reimburse the District for any costs incurred to modify the equipment so it conforms.

14. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations and/or performances required in the terms of the contract

OTHER SERVICES

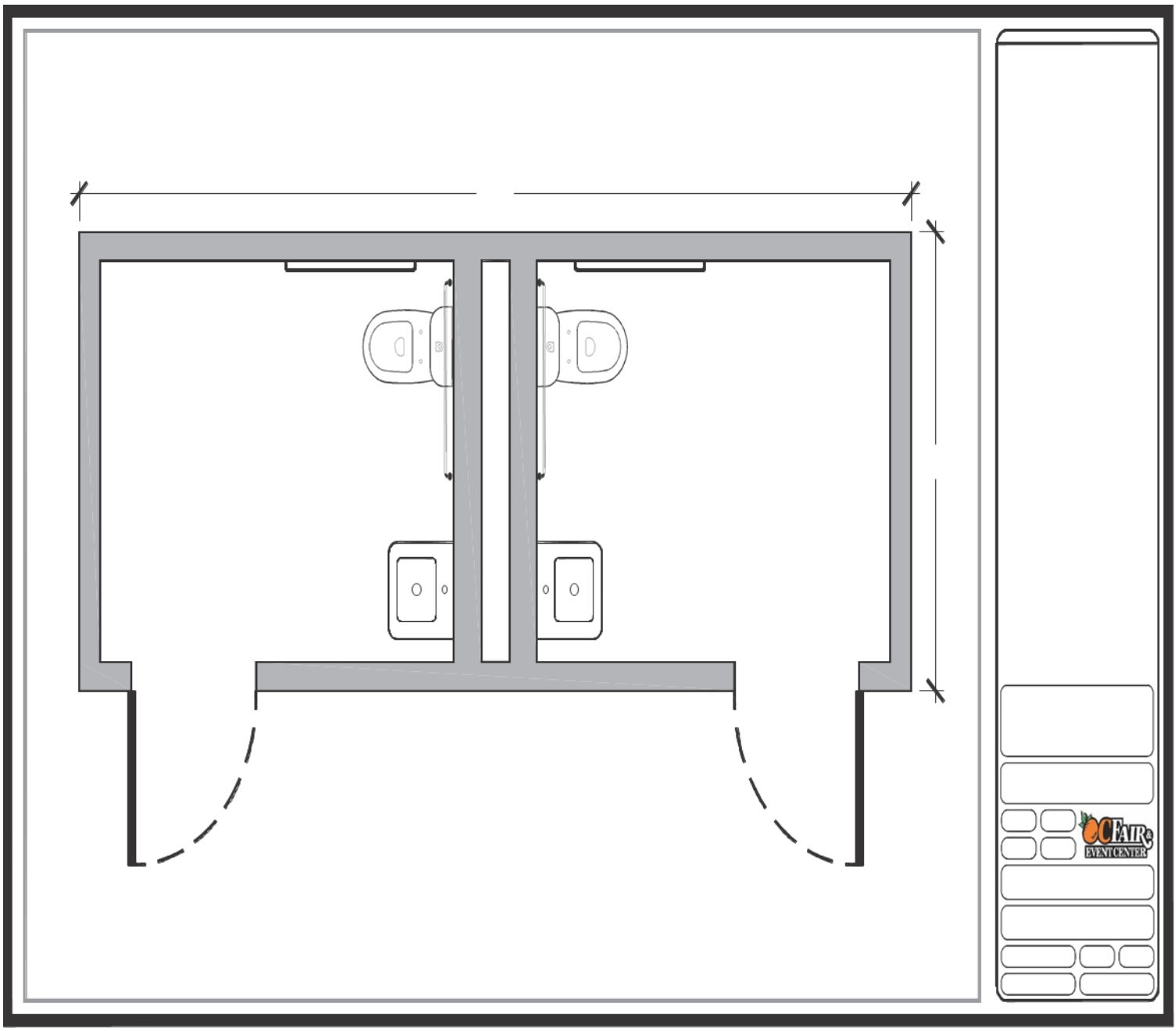
Should it be determined that additional services are needed beyond the scope of this contract, but related to Contractor's performance areas, Contractor shall provide price for those services. Contractor shall not proceed without approval of the District's Representative.

PREVAILING WAGE (If applicable)

Bidders must comply with prevailing wage compliance.

In accordance with the provisions of Section 1773 of the Labor Code, the general prevailing rates of wages applicable in the county in which the work is to be done are those rates established and published by the Director of the Department of Industrial Relations. Rates can be viewed at https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html

2021 - 2026 Unisex Restroom Trailer Unit Rental Schedule							
Category	**Quantity**	**Unit**	**Item Description**	**Spec**	**Location**	**Deliver**	**Pickup**
TRAILER RESTROOM	2	EACH	12' x 20' Unisex Restroom Trailers	Bid Spec Sheet	Various	6.25.21	8.15.21



-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5100-20

PAYMENT PROVISIONS:

Payment will be made Net 30 upon satisfactory completion of services herein required and upon receipt of proper invoice.

Invoice shall be itemized and contain the District's Purchase Order number 50289. Invoice to be sent via email to AP@ocfair.com or mailed as follows:

OC Fair & Event Center
Attn: Accounts Payable
88 Fair Drive
Costa Mesa, CA 92626

Item Description	Quantity	Location	Anticipated Days	2021	2022	2023	2024	2025
12' x 20' Unisex Restroom Trailer Unit	2	Various	60	$21,464	$25,035	$25,035	$27,037	$29,199

Note: The estimate delivery date for 2021 is June 25, 2021, and pick-up date is August 15, 2021. The District's Contract Manager will notify the Contractor of the schedule for each year thereafter.

The price above shall be inclusive including delivery and pick up, taxes, and all other fees. If the rental days exceed 60 days, the Contractor to bill the District the average daily rate.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL:**
   This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
   No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
   Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
   Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
   The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR*:***
   Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:
During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:
Time is of the essence in this Agreement.

13. COMPENSATION:
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:
The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)
Page 3 of 4

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC 04/2017 / CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)
Page 2 of 4

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:**
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. **GENDER IDENTITY**:
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)
Page 3 of 4

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)
Page 4 of 4

4. CONTRACTOR NAME CHANGE:
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:
A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION:
Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:
This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS
Page 1 of 3

California Fair Services Authority #19-02

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate – The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. Coverages:

   a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall be not less than **$5,000,000 per occurrence** for Fairtime Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **$5,000,000 per occurrence** for the following types of Motorized Events: automobile races, drifting exhibitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, enduro, pro stock; **$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races; **$3,000,000 per occurrence** for Rodeo Events all types **with a paid gate** and any Rough Stock events; **$2,000,000 per occurrence** for Rodeo Events All Types **without a paid gate** and with any Rough Stock events and for Swap Meets/Flea Markets held two or more times per calendar year; **$2,000,000 per occurrence** for the following Motorized events: car jumping contests/demonstrations of hydraulic modifications to automobiles; **$2,000,000 per occurrence** for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Cannabis Festivals/Trade Shows, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; **$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events**; $1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

   The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the contractor/renter's activities, or business to be conducted under the contract or rental agreement/lease, must be listed in the Certificate of Insurance. If there is a self-insured retention or deductible in the contractor/renter's coverage equal to or in excess of $100,000, the self-insured retention/deductible amount shall be included as part of the Certificate of Insurance. A copy of the contractor/renter's policy declaration page containing this

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)
Page 2 of 3

information as an attachment/exhibit to the Certificate of Insurance will be acceptable, provided it contains all the aforementioned information.

b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than $1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.

c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

d. Medical Malpractice - Medical Malpractice coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving medical services.

e. Liquor Liability - Liquor Liability coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

5. Certificate Holder:
   - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
   - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

B. CFSA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

C. Master Certificates - A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)
Page 3 of 3

performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.

2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.

2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.

3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.

4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

-End Exhibit E-

EXHIBIT F – MEGAN'S LAW SCREENING CERTIFICATION AND LISTING

OC Fair & Event Center

This form must be completed legibly, with all information requested. Typewritten or computer-generated forms or reports may be substituted provided that: all required information is included in columnar form, and the listing report is attached to this form. The certification section must be signed by an authorized representative of the contractor.

Company/Organization Name: _____

Contact Name: _____ **Contact Telephone :**_____

Type of Company/Organization (Circle one): **Contractor** **Consultant** **Concessionaire** **Entertainer** **Exhibitor** **Volunteer**

Other/Explanation if Needed: _____

The undersigned represents and warrants that attached to this Megan's Law Screening Certification and Listing is a full, true, correct, complete, and accurate listing of all persons scheduled to work or volunteer for the company/organization identified above ("Contractor") during the annual OC Fair or Imaginology. If any other or additional individuals will be performing work, labor, or services, I understand that my company/organization is required to submit a supplemental listing(s) identifying those individuals.

The undersigned represents and warrants that all persons and individuals performing services on behalf of Contractor, including, but not limited to, its agents, employees, subcontractors, and volunteers have been screened for sex offender registration before each individual commenced work, services, and/or was present at the OCFEC facility. The undersigned represents and warrants that no individual who is a registered sex offender will be assigned or permitted to perform services on behalf of Contractor at or on OCFEC premises.

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless OCFEC from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorney's fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of Contractor's obligations under this Megan's Law Screening Certification and Listing, regardless of responsibility of negligence; by reason of death, injury, property damage, however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Contractor, or any of its employees or agents).

The undersigned represents and warrants that he/she is fully authorized to execute this Megan's Law Screening Certification and Listing on behalf of Contractor.

_____ _____
Company/Organization Representative's Signature Title of Representative

_____ _____
Printed Name Date

EXHIBIT F – MEGAN'S LAW SCREENING CERTIFICATION AND LISTING (CONT.)
OC Fair & Event Center
Page 2 of 2

Megan's Law Screening Listing

Full Name (Last, First Middle)	Full Name (Last, First Middle)

Please duplicate this listing sheet if additional space is required

EXHIBIT G – UNIFORM AND ID PROCEDURES & CERTIFICATION

PROCEDURE 0004: Uniforms for Contractors and their Employees.

PPE (Personal Protective Equipment): Closed-toe shoes and steel toe work shoes/boots where appropriate and other PPE as required by task and OSHA guidelines.

Purpose: To ensure all OCFEC contractors, including employees, are wearing company approved uniforms when present in a working capacity at the OCFEC.

1. Each OCFEC contractor and its respective employees (collectively, "Contractor") shall wear their own company uniform at all times when working on OCFEC property, including without limitation, the Pacific Amphitheatre, The Hangar and Action Sports Arena.

2. A uniform can be a logo T-shirt, polo style shirt or full button down shirt; if a jacket (or outerwear) is also required, the jacket must have the company logo on the front of the jacket. OCFEC will require pre-approval of the company uniform style and logo. The company logo must be highly visible and non-offensive in nature.

3. If a Contractor wears a jacket (or outerwear), the required photo identification must remain visible at all times (Part X – Section A-6, Procedure 0005).

4. If any OCFEC Contractor is not in the proper company uniform, he or she will be asked to leave the OCFEC premises and may not return until he or she is wearing the required uniform.

5. If any OCFEC Contractor violates OCFEC procedures, including this OCFEC Contractor Uniform Policy, OCFEC management will ask the Contractor to permanently replace that employee.

6. Continued lack of support for, or adherence to, OCFEC procedures, including this OCFEC Contractor Uniform Policy, may result in the cancellation of the contract between the OCFEC and contractor.

PROCEDURE 0005: OCFEC Contractors and their Employees wearing identification in the Pacific Amphitheatre, backstage and on OCFEC property.

PPE (Personal Protective Equipment): Break-away OCFEC photo identification card lanyard.

Purpose: To ensure all contractors and their employees are properly wearing required identification in the proper manner.

1. Each OCFEC contractor and its respective employees (collectively, "Contractor") must wear OCFEC approved and supplied photo identification cards around their neck or in another highly visible area at all times while working for the OCFEC. (Note: an additional clip option is available due to work requirements).

2. The OCFEC department Director responsible for the work area will provide a complete list of all Contractors to badging trailer personnel. All Contractors must visit the OCFEC trailer to have their photograph taken and to be provided with their OCFEC photo identification card and a break-away lanyard (and/or clip if requested by the contractor).

3. The OCFEC department Director responsible for the work area will provide a copy of this OCFEC Contractor Photo Identification Procedure to all contractors to review and this OCFEC Contractor Photo Identification Procedure shall be incorporated as part of all OCFEC contracts.
4. Contractors may not access the backstage area of the Pacific Amphitheatre without a backstage pass, which must be pre-approved by the OCFEC department Director and OCFEC Vice President responsible for the work area.

5. All OCFEC department Directors and OCFEC Vice Presidents must forward to the Pacific Amphitheatre backstage Security Manager the name of each OCFEC Contractor that was issued a backstage pass by that Department Director or OCFEC Vice President. Only the Pacific Amphitheatre backstage Security Manager has the authority to provide OCFEC Contractors with Pacific Amphitheatre backstage passes. All Pacific Amphitheatre backstage passes must be worn by the OCFEC Contractor as described above.

6. All Contractors must be courteous and cooperative when at any venue access point, entry, gate or if approached by Security/Law Enforcement for ID inspection.

7. Contractors will be allowed in the Pacific Amphitheatre backstage area only to perform job functions; once the Contractor completes the Contractor's job functions in the Pacific Amphitheatre backstage area, Contractor must immediately leave the area.

8. Contractors not properly wearing required OCFEC identification will be asked to leave, or may be escorted from, the OCFEC property.

9. If any OCFEC Contractor violates OCFEC procedures, including this OCFEC Contractor Photo Identification Procedure, OCFEC management will ask the Contractor to permanently replace that employee.

10. Continued lack of support for, or adherence to, OCFEC procedures, including this OCFEC Contractor Photo Identification Procedure, may result in the cancellation of the contract between the OCFEC and Contractor.

By signing this form, the bidder has read and understood OCFEC's policies above, and is agreeing to follow all procedures.

_____ _____
(Print Name & Title) (Signature)

_____
(Date)

If this status form is not completely filled out, signed and submitted with bidder's response to the IFB, the bid will be rejected as non-responsive.

-End Exhibit G-

EXHIBIT H – ADDITIONAL CONTRACT TERMS AND CONDITIONS

1. AUTHORIZED REPRESENTATIVE

Contractor must maintain one (1) or more English speaking representatives who are authorized to take immediate action and make requested adjustments and/or changes as required by District Management. This person must be identified to the District as the Contractor's authorized representative.

2. LICENSES, PERMITS AND CERTIFICATIONS

Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s), permits(s) and certification(s) required by law or as part of this contract for accomplishing any work required in connection with this agreement. In the event any license(s), permit(s) or certification(s) expire at any time during the term of this contract, Contractor agrees to provide agency a copy of the renewed license(s), permit(s) or certification(s) within thirty (30) days following the expiration date

In the event the Contractor fails to keep in effect at all times all required license(s), permit(s), and certification(s), the District may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

3. SITE ACCESS

District shall allow Contractor access to the District's property as needed. If access is required during annual OC Fair hours, the District will provide necessary admission and parking credentials for the employees performing in service of the contract.

4. INSURANCE

Proof of insurance, meeting the requirements of the State (see Exhibit E) must be made available to the District within fifteen (15) days of contract award. Failure to do so could result in termination of said contract.

5. WORK PERMIT LAW

If Contractor employs youth under the age of eighteen (18) years, he/she is required by law to see that each such employee holds a valid work permit. Contractor is further required to adhere to all applicable child labor laws.

6. PERSONNEL

All Contractor employees are employees of the Contractor and not the District. No agent, servant or employee of the Contractor will under any circumstances be deemed an agent, servant or employee of the District.

The District reserves the sole absolute right to determine, at its discretion, that any person or agent used by Contractor in the performance of the contract shall be excluded from such performance on the grounds that his or her appearance or conduct is detrimental to the District's operation. Determination of these matters by District Management shall be final.

7. POTENTIAL SUBCONTRACTORS/INDEPENDENT CONTRACTORS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any subcontractors/independent contractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations contained herein. The Contractor agrees to be as fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor's obligation to pay its subcontractors/independent contractors is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any subcontractor/independent contractor.

Subcontracting of goods or services must be approved in writing by the District.

ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

8. SUPPLIERS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any suppliers.

The Contractor agrees to be as fully responsible to the District for the acts and omissions of its suppliers and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its suppliers is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any supplier.

9. TRAVEL, TRANSPORTATION AND ACCOMMODATIONS

Contractor is responsible for all necessary travel, fuel, transportation and housing accommodations.

10. INVOICES

Invoices shall be submitted upon completion of services rendered to the District.

All invoices must contain Contractor's invoice number, District-issued Purchase Order (PO) number, detailed work logs and hours by Service Type for the labor required to fulfill these services.

Contractor shall send invoices and any supporting documentation via email to AP@ocfair.com (the District's preferred mechanism) or mail to OC Fair & Event Center, Attn: Accounts Payable, 88 Fair Drive, Costa Mesa, CA 92626.

Upon contract award and throughout the duration of the contract, Contractor shall work with the District to ensure invoicing needs are continually met.

11. PAYMENT

Payments to the Contractor will be made by the 32nd District Agricultural Association and paid in full within 30 days upon satisfactory completion of each event and receipt of proper invoice.

12. PRICING/FINANCIAL PROPOSAL BID FORM

The Financial Proposal Bid Form will be used to develop the "not to exceed" amount of the contract. The estimated quantities provided are based upon historical experience and anticipated future needs, and may change depending upon actual needs/usage. Billing/invoicing will be determined by multiplying actual usage by the Service Type rate as entered on the Financial Proposal Bid Form.

The District may elect to add a contingency line item to accommodate specifications within the scope of the effort, if approved by the District, during the implementation of this contract.

13. MEGAN'S LAW SCREENING

All of Contractor's employees, agents, servants, volunteers, independent contractors and/or employees, agents, servants, volunteers, independent contractors of Contractor's subcontractors who will be performing job related duties on District premises must pass background checks under "Megan's Law" as required by the District's current Megan's Law policy (and as that policy may be amended by the District from time to time), and any other reasonable background checks that may be required by the District as a result of policies adopted by the District's Board of Directors. Contractor will certify in writing that they have conducted the required screening and will indemnify the District for any negligence arising out of or connected with their obligations pertaining to the required screening. Contractor shall not be held liable for the lack of or inaccuracies in reporting made available by the states. A full, true and correct copy of the District's current Megan's Law policy is attached.

ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

14. RIGHT TO REPLACE/DISMISS

Contractor's onsite personnel are subject to approval of the District during the entire term of contracted services. The District has the right, in accordance with applicable law, to require replacement of Contractor's onsite personnel or any member of Contractor's onsite personnel.

If at any time the District determines that any employee, agent or officer of Contractor or of Contractor's permitted subcontractors, is in violation of District policies regarding harassment, discrimination or offensive behavior or Megan's Law, or fails to meet the District's safety and customer service standards, the District may notify Contractor verbally and/or in writing. Contractor will promptly correct the behavior, performance or condition giving rise to the notification described herein to the satisfaction of the District. If Contractor fails to correct the behavior, performance or condition giving rise to the notification described herein, the District may demand that Contractor (or Contractor's subcontractor, as the case may be) cease using said employee at the District's facilities and Contractor (or Contractor's subcontractor, as the case may be) will promptly comply with such request. If the District requests replacement of onsite personnel or any of its members, Contractor must furnish a replacement immediately or as otherwise determined necessary by the District. Nothing contained in this paragraph shall obligate the District to monitor the behavior of Contractor's employees or of Contractor's subcontractor's employees. The District retains the right to review the resumes of all Contractor personnel and confirm compliance.

15. GRATUITIES

Contractor is prohibited from offering any gift or gratuity to employees and/or officers of the 32nd District Agricultural Association, as employees and officers are not permitted to accept them under any circumstances. Contractor and/or Contractor's employees shall not solicit or accept any gifts. This includes cash, tickets, food, drinks, merchandise or any other items from District staff, promoters and/or vendors to perform the functions detailed in this agreement. Any violations of this policy may result in the dismissal of the employee and a performance violation notice issued to the Contractor.

16. EVALUATION OF CONTRACTOR PERFORMANCE

Contractor will be evaluated on their performance, including, but not limited to, Contractor's record of conforming to contract requirements and to standards of good workmanship; Contractor's record of forecasting and controlling costs; Contractor's adherence to contract schedules, including the administrative aspects of performance; Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; Contractor's record of integrity and business ethics, and generally, Contractor's business-like concern for the interest of the District and its customers.

Contractor shall work with District staff to ensure contract compliance, whether by phone, email or in-person meetings, as determined necessary by the District. The District retains the right to notify Contractor of any performance issues at any time for the duration of the contract term. Notification will be provided in writing to Contractor, whereupon Contractor shall have five (5) days to respond to the District's request for compliance. Unless mutually agreed upon otherwise, performance issues shall be corrected within fifteen (15) days of District's notification to Contractor.

Failure to supply equipment and/or personnel as required may result in a notice of default and/or an adjustment to the fees charged for equipment and/or labor.

Contractor may be disqualified from potential bidding opportunities if the District deems Contractor as unresponsive to repeated requests for corrective action.

17. NON-EXCLUSIVE AGREEMENT

Contractor understands and agrees that this is a non-exclusive agreement. The District may hire other contractors for work of a similar or identical nature.

ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

18. TERMINATION

The District reserves the right to terminate any contract at any time with or without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations and/or performances required in the terms of the contract.

19. 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.

20. PHONE NUMBERS

Contractor shall provide the District with phone numbers for their authorized representative(s) and with a 24-hour "On Call" phone number for emergencies.

21. VEHICLES, EQUIPMENT AND SUPPLIES

All vehicles and equipment such as utility carts, trucks, trailers, vans, boom lifts, scissor lifts, pressure washers, back pack blowers, hand trucks, brooms, hoses and pickers and all cleaning supplies such as stripper, detergents, sanitizers, air fresheners and other chemicals shall be owned and/or provided by Contractor. The District will provide consumable paper products, waste receptacles and plastic waste receptacle liners. All vehicles and equipment will be clearly marked with Contractor's company name and/or logo. Equipment shall be in proper operating condition with all guards in place. No equipment shall be left unattended. Equipment and supplies must be stored in designated areas agreed upon by the District. All Safety Data Sheets (SDS) for all chemical-cleaning products used must be on-site accessible by the District, per Global Harmonization System (GHS). Contractor shall take all necessary safety precautions when using vehicles, equipment and cleaning products. Drivers of all vehicles and equipment shall possess a valid driver license and be 18 years of age or older. Street sweepers should be South Coast Air Quality Management District Rule 1186 certified and Rule 1186.1 compliant and no older than 2 years. Contractor shall furnish all necessary labor, supervision, equipment, tools, materials (excluding dumpsters), permits, transportation and insurance in the performance of these specifications.

22. VEHICLE UTILITY CARTS

Contractor may provide utility carts for employees, if necessary, to complete Scope of Work. Carts are not permitted to park in front of buildings or in pathways blocking pedestrian access points. Drivers shall possess a valid driver's license and be 18 years of age or older and abide by all applicable local, State and Federal laws related to cart safety. Weather protection of equipment is the responsibility of the Contractor.

23. VENUE CLEAN-UP

a. Contractor is to keep job site clean daily and upon project completion.
b. Contractor shall sweep and blow all debris daily and upon project completion.
c. Contractor will dump all green waste in the provided 40 yard dumpster on OCFEC grounds.
d. Do not dispose of any construction material or project waste on OCFEC grounds or in OCFEC containers.
e. Contractor is to keep all compound and chemicals out of storm drains & sewers.
f. Contractor will protect ground surfaces from oil and other leaks that may come from service trucks.

ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

24. TELEPHONE NUMBERS

Contractor shall provide the District with a 24-hour "On Call" phone number for emergencies and event schedule changes.

25. PERSONNEL POLICY

All Contractor employees must receive an orientation on the duties they will be required to perform, safety training to ensure employees working with chemicals are familiar with SDS per GHS and harassment training (prior to working). In addition, ongoing customer service training will be required during the term of this contract to educate current employees and new hires. Contractor is required to supply all required training and a schedule of planned training shall be provided to the District at the beginning of every quarter in January, April, July and October. All employees will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property; when entering and while working on the grounds. Badges will have the name visible and worn on the upper right or left torso. All badges must be returned from terminated employees. All other employee badges must be returned on Friday following the end of the OC Fair. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

26. UNIFORMS AND BADGES

Contractor's employees shall be at all times neatly and cleanly uniformed and must meet reasonable prescribed grooming guidelines and appearance standards.
The District requires Contractor's employees to wear badges, identification cards, and/or credentials in a clearly visible location (per attached procedure) while Contractor's employees are on the District's premises. Contractor personnel will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property, when entering and while working on the grounds. Badges shall have the name visible and worn on the upper right or left torso. Badges are specific to each person and are non-transferable. All badges must be returned from terminated employees. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

27. SUBCONTRACTING

Subcontracting of goods or services must be approved in writing, by the District.

28. FIRE REGULATIONS

All fire regulations as prescribed by the State Fire Marshal must be strictly adhered to.

-End Exhibit H-

EXHIBIT I – COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

1 of 3

1. SCOPE

As a result of the worldwide COVID-19 pandemic, the 32nd District Agricultural Association (OCFEC) implemented numerous essential protocols and procedures to protect OCFEC staff, renters, event promoter/producer employees, exhibitors, vendors, contractors, subcontractors, volunteers and members of the public. These protocols and procedures do not supersede or replace any existing orders issued by local governments, the State of California or the Federal Government. The protocol and procedure guidelines (COVID-19 Guidelines) apply equally to all organizations and persons doing business on OCFEC property, both public and private, and all event types, commercial, trade or other, hosted at the OCFEC.

2. SICK, ELDERLY AND VULNERABLE PERSONS

Anyone who feels sick should remain at home. In addition, high-risk persons who are over 65 years of age, or anyone with chronic illness or underlying medical conditions, should continue to follow recommendations to stay at home and limit public interaction.

3. PHYSICAL DISTANCING IN THE WORKPLACE

Physical distancing of a minimum of six (6) feet should be maintained between customer-facing employees and the general public, and – to the extent practical – between employees in the field or at employee workstations. Where isolation of employees in the field or at employee workstations is impractical, face coverings must be worn without exception.

4. HANDWASHING, PERSONAL PROTECTIVE EQUIPMENT, AND TESTING

Renters, event promoters, event producers, exhibitors, vendors, and their respective contractors, subcontractors and volunteers (collectively, “Business Partners”) conducting business at the OCFEC must require all customer-facing employees to either wash their hands or use hand sanitizer every thirty minutes, or wear disposable gloves which are to be changed as frequently as specified by guidelines established for each applicable job assignment. Face coverings must be provided to all employees.

Before starting a shift, all OCFEC employees and all Business Partner employees, must have their temperatures taken and documented, and individual(s) will not be permitted to remain at work if the temperature reading exceeds 100.4 degrees (°) Fahrenheit. Affected individual(s) may only return to work after registering and documenting their temperature reading below 100.4° Fahrenheit for seventy-two (72) consecutive hours.

All OCFEC event attendees, before entering OCFEC premises, must have their temperatures taken and documented. Any OCFEC event attendee with a temperature reading above 100.4° Fahrenheit will not be permitted to attend the event and will be required to immediately leave the OCFEC premises. Paid admission/parking fee refunds will be subject to processing schedule.

All competitive professional and amateur sports participants, including youth sports participants, must be tested for COVID-19 at least one (1) week before the date of the scheduled competition, and will not be permitted to compete if the intended participant tests positive for COVID-19. If the intended participant tests positive for COVID-19, he/she will not be allowed to participate in any activities at the OCFEC until after (i) receiving a negative result on a subsequent COVID-19 test and (ii) satisfying the specified 14-day (or otherwise governmentally specified) COVID-19 quarantine period.

EXHIBIT I – COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

OCFEC Business Partners should make every effort to limit physical touch points at their respective places of business, including at the OCFEC. All OCFEC event promoters must significantly increase frequency of sanitation and disinfection measures at all workstations and equipment that come into contact with OCFEC employees and the general public. All OCFEC Business Partners must assess and identify the frequency of necessary sanitation and disinfection practices, and will review and agree upon a sanitation and disinfection schedule with the OCFEC.

Face coverings and disposable gloves must be worn by all OCFEC Business Partner customer-facing employees. All OCFEC event attendees and visitors must wear appropriate face coverings. Physical barriers, if available, are preferred but not required as the general public will make the personal decision of whether to attend an event at the OCFEC and/or patronize an OCFEC Business Partner. For the benefit of the public, OCFEC employees and Business Partner employees, handwashing or hand sanitizing should be done as soon as possible following the handling of materials that come in contact with the general public.

5. EVENT ATTENDANCE LIMITATIONS

Attendance at all OCFEC events, including all move-in and move-out activities, must be limited at any given time, to no more than the current maximum attendance levels permitted by all applicable local and state orders or laws.

OCFEC Business Partners must establish and actively enforce measures to monitor and ensure attendance limitation compliance. If an OFCEC Business Partner fails to comply with event attendance limitations, the OCFEC in its sole and absolute discretion may cancel the event without notice and refer the matter to local law enforcement.

6. OCFEC BUSINESS PARTNER COMPLIANCE

OCFEC Business Partners shall make every effort to assure compliance with COVID-19 related mitigation requirements. If an OCFEC Business Partner fails to comply with these COVID-19 Guidelines, the OCFEC in its sole and absolute discretion may close non-compliant event spaces, exhibitor spaces or other such rental spaces, or may cancel the event without notice and refer the matter to local law enforcement.

7. COVID-19 RELEASE AND WAIVER OF LIABILITY

As consideration for being permitted to conduct event activities at the OCFEC, OCFEC Business Partners must acknowledge and agree to all COVID-19 Pandemic and related governmental orders, directives and guidelines, and forever release the 32nd District Agricultural Association, the State, California Fair Services Authority (“CFSA”), the County, the Lessor, and any fair affiliated organization, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively “Releasees”) from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner’s employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner’s participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.

EXHIBIT I – COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

8. EVENT ORGANIZATION PROTOCOLS

Each OCFEC Business Partner must submit event organization-specific COVID-19 related infection mitigation protocols and procedures for OCFEC review and approval no later than thirty (30) days before the event's scheduled move-in date. The OCFEC reserves the right to reject any protocols and procedures that are in conflict with, or are less stringent than, the COVID-19 Guidelines. If the OCFEC rejects the OCFEC Business Partner's COVID-19 related infection mitigation protocols and procedures, the OCFEC Business Partner must resubmit revised infection mitigation protocols and procedures for review no less than fifteen (15) days before the event's scheduled move-in date. If OCFEC Business Partner fails to submit the COVID-19 related infection mitigation protocols and procedures on time, the OCFEC in its sole and absolute discretion may terminate the agreement and cancel the event without notice.

9. FURTHER ACTION AS NECESSARY

The OCFEC reserves the right to modify these COVID-19 Guidelines as circumstances warrant. Specifically, the OCFEC recognizes that additional restrictions not reflected in these guidelines may be necessary to address the health and safety of certain populations depending upon their age or underlying health concerns, or otherwise to address medical issues as they arise.

I HAVE CAREFULLY READ THIS AGREEMENT EXHIBIT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A CONTRACTUAL AGREEMENT BETWEEN MYSELF AND THE 32ND DISTRICT AGRICULTURAL ASSOCIATION, THE STATE, CFSA, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed on _____, 20____

OCFEC BUSINESS PARTNER

_____
Signature

_____
Address

_____
Address

-End Exhibit I-

STATE OF CALIFORNIA
SPONSORSHIP AGREEMENT
(Rev 3/19)

R_____ A_____ F_____

AGREEMENT NUMBER
SA-093-21SP | **A-**

1. This Agreement is entered into between the Awarding Agency and the Sponsor/Contractor named below:

STATE AGENCY'S NAME
32nd District Agricultural Association/O.C Fair & Event Center

SPONSOR/CONTRACTOR'S NAME
Southern California News Group Authorization

2. The term of this Agreement is: **UE through August 13, 2021**

3. The amount of this Sponsorship Agreement **$56,584 (TRADE) $10,000 (Cash)**

Payment Terms**:**

☒ ONE TIME PAYMENT *(Lump sum)* ☐ MONTHLY ☐ QUARTERLY ☐ ITEMIZED INVOICE

☒ OTHER Payable to: "OC Fair & Event Center"

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement. *Additional Pages Attached

Exhibit A – Sponsorship Agreement Provisions

Exhibit B – Sponsorship Agreement Terms and Conditions

Exhibit C – Insurance Requirements

Exhibit D – Rules and Regulations Governing Rental Space - Note: Section B Referenced Handbook (Page 18 states "you are required to pay all requisite deposits, fees and taxes, including possessory interest tax, which may be levied by the County of Orange."

Exhibit E – Covid 19 Infection Mitigation Protocol & Procedure Guidelines

*GTC(4/17) – If not attached, view at *https://www.dgs.ca.gov/OLS/Resources*

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

SPONSOR/CONTRACTOR

SPONSOR/CONTRACTOR'S NAME
Southern California News Group Authorization

BY *(Authorized Signature)* ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Bill Van Laningham, Vice President Marketing

ADDRESS
21090 South Towne Center Place

STATE OF CALIFORNIA

AGENCY NAME
32nd District Agricultural Association/OC Fair & Event Center

BY *(Authorized Signature)* ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Michele Richards, Chief Executive Officer

ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

☐ CONTRACTS MANAGER ☐

California State Use Only

☑ Exempt: Sponsorship

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.
SIGNATURE OF STATE ACCOUNTING OFFICER

✍ Date

EXHIBIT A – SPONSORSHIP AGREEMENT PROVISIONS

Contract Representatives:

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER
Marie Torres, Marketing & Sponsorship Associate
(714) 708-1541

Southern California News Group Authorization
Bill Van Laningham, Vice President Marketing
714-796-2358
Via Molly Morley

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.

CONTRACTOR AGREES:

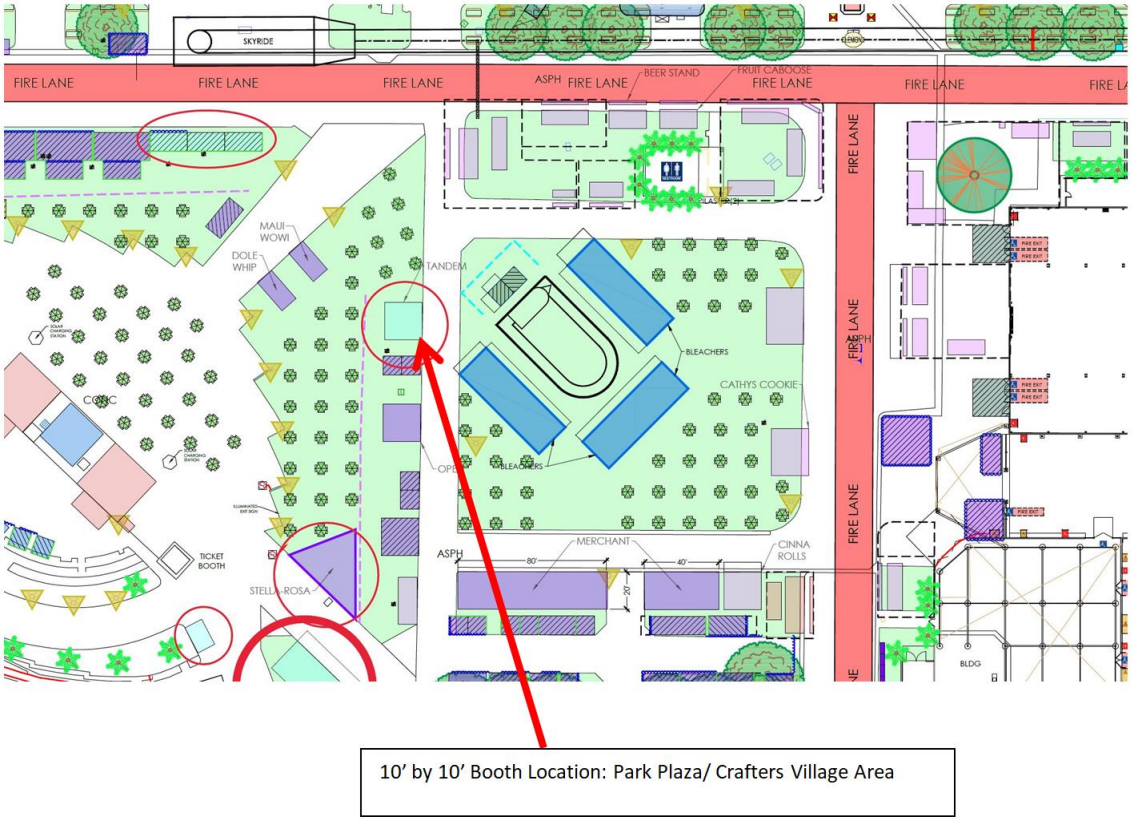
1. For Orange County Register to be Sponsor of the 2021 OC Fair from July 16, 2021 – August 15, 2021.
2. To provide FIFTY-SIX THOUSAND, FIVE-HUNDRED, EIGHTY-FOUR DOLLARS ($56,584) in Reader Rewards promotion.
3. To provide CASH in the sum of TEN THOUSAND DOLLARS ($10,000) as a premium space fee. Payment in full must be received no later than June 12, 2021.
    a. Payments shall be remitted to the following address:

    OC Fair & Event Center
    Attn: Accounts Receivable
    88 Fair Drive
    Costa Mesa, CA 92626
4. To gain pre-approval from the District for use of OC Fair marks and logos and that all display elements, materials and concepts provided by Sponsor require the approval of the District prior to implementation.
5. To provide high-resolution Sponsor logo for inclusion in advertising and signage as outlined herein.
6. To verify all Sponsor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.
7. That staff members shall comply with the following requirements:
    a. No staff member will promote brand outside of designated space(s).
    b. Any staff member working ten (10) days or more at the 2021 OC Fair will be provided a Working Vendor Badge for admission. Each individual is responsible for obtaining his or her credential from the badging office during operations hours. Prior to reporting to the badging office the required paperwork must be submitted to Tandem including the Megan's Law Screening(s). Working Vendor Badges must be obtained prior to the start of the 2021 OC Fair.
    c. Any staff working less than ten (10) days will be provided single-day working credentials.
8. Sponsor will provide a list of staff working the following week and any required paperwork (Megan's Law Screening[s], etc.) to Tandem by 5:00 p.m. each Friday. Tandem will deliver the appropriate number of single-day working credentials to Sponsor's display by 5:00 p.m. each Sunday for staff working the following week.
9. Booth space(s) must be fully staffed by uniformed representatives by 9:30 a.m. and open to the public from 10:00 a.m. to at least 11:00 p.m. on Friday-Sundays of the 2021 OC Fair dates, and by 9:30 a.m. and open to the public from 10:00 a.m. to at least 10:00 p.m. on each Wednesday-Thursdays of the 2021 OC Fair dates.
10. That mobile tours and other exhibitors may be near the designated spaces.
11. To abide by the rules and regulations included in the 2021 OC Fair Exhibitor and Concessionaires Handbook and any such other parameters as set forth by the District staff prior to, during or following the Term.

12. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities and ensure display(s) are at all times operating within the parameters set by these organizations.
13. To provide Certificates of Insurance, fire safety training information, certifications and comply with all such requests as made by the District prior to, during or following the 2021 OC Fair.
14. To provide a three (3) week Reader Rewards promotion (Total Value $56, 584) for the 2021 OC Fair from June 21, 2021 through July 11, 2021 (three [3] weeks prior to the OC Fair) that will run in The Orange County Register, The Press Enterprise & the Press Telegram and will include:
    a. 1,916 co-branded rack cards to run during the Readers Reward promotion, three weeks prior to start of the 2021 OC Fair (July 16, 2021 – Aug. 15, 2021).
        i. Rack Cards must include both OCR Connect Promotion/OC Fair promotions creative only.
    b. Eight (8) quarter page ads to run in each of the three publications for a total of 24 ads.
    c. Two (2) email blasts to 85,685 subscribers.
    d. Dedicated OC Fair sweepstake web page.
    e. Large rotator image (840 x 402 pixels) to run on the Reader Rewards homepage for the duration of the three (3) week promotion.
    f. All ads must be reviewed and approved by District.
15. To coordinate the logistics and execution of the "Reader Rewards" promotion and sweepstakes (Reference: District 6A-B):

DISTRICT AGREES:

1. To provide Orange County Register with Sponsorship of the 2021 OC Fair from July 16, 2021 – August 15, 2021.
2. To work with the Southern California News Group on creative for the Reader Rewards promotion to promote the 2021 OC Fair from July 16 through August 15, 2021 (three (3) weeks prior to the OC Fair).
    a. Rack Cards must include both Sponsor and District promotions creative only.
3. To provide Sponsor with one (1) 10'x10' Park Plaza/Crafters Village Area space with (4) retractable walls, two (2) 3' walls, one (1) sliding cable and one (1) full-wall backdrop (Please see spot-marked map below for location).
4. To include Sponsor logo:
    a. On the band of sponsors that is included on the map banner located on all (5) information booths for Fair.
    b. To provide recognition on Platinum Partner slide(s) shown on the outdoor screens at The Hangar building during the 2021 OC Fair. Content must be received by Monday, June 07, 2021 for inclusion.
    c. In the @The Fair e-newsletter, summer issue (pending deadline)
    d. On the 2021 OC Fair website with a link to the Sponsor website
5. To offer "Reader Rewards" members the following benefits (promotion/sweepstakes to be executed by Sponsor):
    a. Two (2) Summer Experiences Packs that each include:
        i. Four (4) 2021 OC Fair General Admission Tickets
        ii. One (1) 2021 "Lot F" Parking Pass
        iii. Eight (8) Carnival Ride Cards (three [3] rides per card)
        iv. Four (4) Pacific Amphitheater concert tickets to any one selected show (pending availability)
        v. Four (4) Spectra meal vouchers
    b. 1,328 weekend and 200 weekday 2021 OC Fair General Admission tickets and 200 Carnival Ride Cards (three [3] rides per card).
6. To provide the following hospitality benefits:
    a. 332 Weekend 2021 OC Fair General Admission Tickets.
    b. 50 weekday 2021 OC Fair General Admission Tickets.
    c. 125 Carnival Ride Cards (three [3] rides per card)
7. To provide the following credentials for Sponsor staff who will be working on-site at Sponsor's display:
    a. To provide a mutually agreed upon number of working credentials and staff parking passes for Sponsor staff assigned to the Sponsor's display in the form of either Working Vendor Badges (for staff working ten [10] days or more) or single-day working credentials (for staff working less than ten [10] days.)



End Exhibit A

EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS

A. Title of Event. The Event shall be known as the "OC Fair" and Sponsor agrees that it shall refer to the Event in all advertising and promotional materials by the Event's full name.

B. Participants' Names. Sponsor acknowledges that State does not have the right to use the names, signatures, photographs or likenesses of any performer who may appear at the Event or on Sponsor's Stage in connection with a commercial product or service, and the individual performer must approve all such uses by Sponsor. State does have the right to approve on behalf of individual performers the use of their names, photographs or likenesses in advertising which primarily promotes the Event and the Stage and mentions Sponsor's involvement as a Sponsor, and Sponsor will submit any such advertising to State for prior approval as provided in Paragraph M.

C. Right to Remove Name. Sponsor shall have the right, at any time and for any reason, to request in writing the State remove its name from any and/or all signage and other materials associated with the Event. State shall use its best efforts to comply with said request, but if State will incur any additional expenses in connection with such compliance, it will notify Sponsor in writing and obtain Sponsor's prior written approval. Sponsor will reimburse State for all such approved expenses. State shall notify Sponsor if time does not reasonably permit compliance with Sponsor's request. Nothing herein shall relieve Sponsor of its obligations under the body of this Agreement.

D. Delivery and Service. At Sponsor's expense, Sponsor shall deliver the Products to, and store such Products at, State's location. Sponsor agrees to provide service personnel on an "on call" basis to assist in the delivery, installation, repair, maintenance and removal of the Products, in a number mutually agreed upon between the parties. All of Sponsor's personnel shall be subject to State's security and personnel policies and practices.

E. Sponsor Insurance. During the Term of this Agreement, Sponsor agrees to carry worker's compensation and employer's liability insurance, in such amounts as may be required by law, for any personnel Sponsor may utilize for the delivery, installation, maintenance, repair and removal of the Product.

F. Risk of Loss. State represents and warrants that to the extent storage of the Products is under the control and/or supervision of State, State will assume all risk of loss and will further store the Products safely and securely in a manner which will not cause the Products to become defective or not merchantable or fit for their intended purpose.

G. Sponsor's Trademarks. Sponsor's trademarks, label designs, product identifications, artwork and other symbols and devices associated with Sponsor's Products ("Sponsor's Trademarks") are and shall remain Sponsor's property, and Sponsor shall take all steps reasonably necessary to protect such Sponsor's Trademarks through U.S. federal registrations and foreign registrations as it deems desirable and through reasonable prosecution of infringements.

H. Sponsor's Authorization of State. State is hereby authorized to use Sponsor's Trademarks in advertising and promoting the Event during the Term of this Agreement, provided Sponsor shall have the right to approve all such uses in writing in advance.

I. State's Submission for Approval. State shall submit all materials to Sponsor in writing and if Sponsor does not approve or reject such materials in writing within 10 – 14 business days after receipt thereof, then Sponsor shall be deemed to have approved such materials.

J. Uses for Benefit of Sponsor. The right to use Sponsor's Trademarks is non-exclusive, non-assignable and nontransferable. All uses by State of Sponsor's Trademarks shall inure solely to the benefit of Sponsor.

K. State's Trademarks. State's trademarks, designs, artwork and other symbols and devices associated with the Event ("State's Trademarks") are and shall remain State's property and State shall take all steps reasonably necessary to protect State's Trademarks through U.S. federal registrations and foreign registrations as it deems desirable and through reasonable prosecutions of infringements.

L. State's Authorization of Sponsor. Sponsor is hereby authorized to use State's Trademarks in advertising and promoting Sponsor's Products until 15 days after the Event takes place, provided State shall have the right to approve all such uses in writing in advance.

EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS (CONT.)

M. Sponsor's Submission for Approval. Sponsor shall submit materials to State in writing and if State does not approve or reject such materials in writing within 10 – 14 business days after receipt thereof, then State shall be deemed to have approved such materials.

N. Benefit of State. The right to use State's Trademarks is non-exclusive, non-assignable and nontransferable. All uses by Sponsor of State's Trademarks shall inure solely to the benefit of State.

O. Merchandise. State shall not manufacture or sell, or license the manufacture and/or sale, of any promotional or other merchandise which bears Sponsor's Trademarks without Sponsor's prior written consent. Sponsor shall have the right to manufacture and/or sell promotional or other merchandise which bears State's Trademarks.

P. Ambush Prevention-State's Action. State agrees to take all reasonable measures to prevent the unauthorized use of State's Trademarks (and facsimiles thereof) and to prevent the dilution of the value of Sponsor's rights hereunder by using its best efforts to exclude competing signage, competitive product sales and competitive product sampling from the Venue and the area surrounding the Venue, and to prosecute specific instances of trademark and copyright infringement, trademark and trade dress dilution, unfair competition and/or consumer deception whenever it is, in the opinion of State's counsel, reasonable to do so. State shall bear all costs of such prosecution and shall retain the proceeds thereof, if any. Sponsor shall cooperate with State in any such litigation.

Q. Owner Warranties. State represents and warrants that:

1. it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person;

2. State's Trademarks do not infringe the trademarks or trade names or other rights of any other person;

3. it has all government licenses, permits or other authorizations necessary to conduct the Event as contemplated under this Agreement; and

4. it will comply with all applicable laws, regulations and ordinances pertaining to the promotion and conduct of the Event.

R. Sponsor Warranties. Sponsor represents and warrants that:

1. it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person;

2. Sponsor's Trademarks do not infringe the trademarks or trade names of any other person;

3. it has all government licenses, permits or other authorizations necessary to conduct its business; and

4. all Products furnished by Sponsor shall be of high quality and shall be free from product defects and shall be merchantable and suited for their intended purpose.

S. Effect of Cancellation on Sponsor. In the event that the Event does not take place, in whole or in part, due to any Act of God or force majeure, including, without limitation, weather, fire, flood, strike, labor dispute, civil commotion, riot or threat of violence of similar cause beyond the control of the parties, then Sponsor shall be entitled to an immediate refund of the Sponsorship Fee (or a pro rata portion thereof if the Event took place only in part) less any expenses incurred on behalf of the Sponsor and an immediate refund of the value (as measured by Sponsor's cost) of all Products contributed by Sponsor (or a pro rata portion of the value of the Products used in the Event if the Event took place only in part). State will provide adequate revenue protection insurance to cover its obligations hereunder.

T. No Joint Venture of Partnership. This agreement shall not be deemed to create a joint venture, partnership, principal-agent, employer-employee or similar relationship between State and Sponsor.

EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS (CONT.)

U. Invalidity. The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate the Agreement, all of said provisions being inserted conditionally on their being considered legally valid, and this Agreement shall be construed and performed in all respects as if such invalid or unenforceable provision(s) were omitted.

V. Notices. All notices required or permitted to be made under this Agreement shall be in writing and shall be deemed to have been duly given when delivered or sent by prepaid certified or registered mail:

If to State, to: 88 Fair Drive, Costa Mesa, CA 92626

or such other address as either party may designate in writing to the other party for this purpose.

W. Commissions. Sponsor and State shall each be responsible for its own sales agency, sponsorship agency, advertising agency or other commissions or brokers fees which either is or may become obligated to pay as a result of or attendant to this Agreement.

X. Non-Assignment. Neither party shall assign this Agreement without the prior written approval of the other party, except that Sponsor may assign this Agreement to any entity which acquires substantially all of its assets.

Y. Complete Agreement. This Agreement represents the entire agreement between the parties and supersedes all other agreements, if any, express or implied, whether written or oral. State has made and makes no representations of any kind except those specifically set forth herein.

Z. Binding Agreement. This Agreement shall be binding upon the parties, their successors and assigns.

AA. Cancellation. The State reserves the sole and exclusive right to terminate this agreement, with or without cause, upon thirty (30) calendar days written notice to Sponsor. If, during the performance of this agreement, a dispute arises between the Sponsor and the State, which cannot be settled by discussion, the Sponsor shall, within eight hours of the incident giving rise to the dispute, submit a written statement to State. A decision by the State, in writing, shall be given to the Sponsor within four hours of receipt of such statement, and shall be final and conclusive. The Sponsor shall continue to perform the requirements herein without interruptions during the dispute period.

BB. Breach of Agreement. In the event the Sponsor breaches the terms of this agreement, the State shall be entitled to recover, in addition to any other damages and remedies that they may be entitled to, all costs incurred in enforcing this agreement, including attorney's fees.

CC. Indemnification To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, employees, and their sales agency of record (currently Moor + South/Pier Management Co., LP, dba Tandem) from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents.)

- End Exhibit B -

EXHIBIT C – INSURANCE REQUIREMENTS

California Fair Services Authority #19-02

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate – The contractor/renter provides the fair with a signed original certificate of Insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. Coverages:

a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall be not less than **$5,000,000 per occurrence** for Fairtime Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **$5,000,000 per occurrence** for the following types of Motorized Events: automobile races, drifting exhibitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, enduro, pro stock; **$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races; **$3,000,000 per occurrence** for Rodeo Events all types **with a paid gate** and any Rough Stock events; **$2,000,000 per occurrence** for Rodeo Events All Types **without a paid gate** and with any Rough Stock events and for Swap Meets/Flea Markets held two or more times per calendar year; **$2,000,000 per occurrence** for the following Motorized events: car jumping contests/demonstrations of hydraulic modifications to automobiles; **$2,000,000 per occurrence** for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Cannabis Festivals/Trade Shows, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; **$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events**; $1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the contractor/renter's activities, or business to be conducted under the contract or rental agreement/lease, must be listed in the Certificate of Insurance. If there is a self-insured retention or deductible in the contractor/renter's coverage equal to or in excess of $100,000, the self-insured retention/deductible amount shall be included as part of the Certificate of Insurance. A copy of the contractor/renter's policy declaration page containing this information as an attachment/exhibit to the Certificate of Insurance will be acceptable, provided it contains all the aforementioned information.

b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than $1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.

c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

d. Medical Malpractice - Medical Malpractice coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving medical services.

e. Liquor Liability - Liquor Liability coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

5. Certificate Holder:
   - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
   - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company: The company providing insurance coverage must be acceptable to California Department of Insurance.

7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

B. CFSA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

C. Master Certificates - A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.

2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.

2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.

3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.

4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

-End Exhibit C-

EXHIBIT D – RULES AND REGULATIONS GOVERNING RENTAL SPACE

A. The District hereby grants to the Sponsor the right to occupy the aforestated space(s) for the purpose set forth herein and subject to the terms and conditions of this Agreement.

B. **The Commercial Space and Concessions Rules and Regulations Handbook hereby becomes a part of this Sponsorship with Rental Space agreement by reference and is on file with the District. By signing the Agreement, Sponsor acknowledges that they have read the Handbook and agrees to abide by said Rules and Regulations.**

C. Sponsor represents and warrants that the commercial offering, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Sponsor or all required permissions and license agreements have been obtained and paid for by the Sponsor, and (ii) as far as Sponsor 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.

D. Sponsor further agrees that it will not sell, exchange or barter, or permit his employees to sell, exchange or barter any permits issued to Sponsor or his employees hereunder.

E. In the event Sponsor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by the District and the District shall have the right to occupy the space in any manner deemed for the best interest of the District.

F. No Sponsor will be allowed to open booth space/exhibit until all the preliminary requirements herein set forth have been complied with.

G. Sponsor will conduct its business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the District near said booth space/exhibit for such purpose, and will keep the area within and surrounding said booth space/exhibit free from all rubbish and debris.

H. The District will furnish necessary janitorial services for all aisles, streets, roads and areas used by the public, but Sponsor must, at his own expense, keep the booth/exhibit space and adjacent areas properly arranged and clean. All equipment must be clean, all coverings removed, and the booth/exhibit ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Sponsor's trash, and such trash must not be swept into the aisles or streets or any public space.

I. All buildings, tents, or enclosures erected under the term of this Agreement shall have the prior approval of District and the local fire suppression authorities.

J. Sponsor will conduct the privileges granted in this Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by the District, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Agreement, and that any and all exclusives granted Sponsor shall not include the Carnival and the Carnival Area.

K. All sound-producing devices used by Sponsor within or outside its space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to its patrons or to other Concessionaires or Exhibitors and the decision of the District as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from the District.

L. Sponsor agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods

EXHIBIT D – RULES AND REGULATIONS GOVERNING RENTAL SPACE (CONT.)

shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the the District and the local law enforcement officials.

M. Sponsor is entirely responsible for the space allotted to Sponsor and agrees to reimburse the District for any damage to the real property, equipment, or grounds use in connection with the space allotted to Sponsor, reasonable wear and tear and damage from cause beyond Sponsor's control excepted.

N. The District may provide watchman service, which will provide for reasonable protection of the property of Sponsor's, but the District shall not be responsible for loss or damage to the property of Sponsor.

O. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Sponsor must be removed from the buildings and grounds by Sponsor, at his own expense, no later than a date specified by the District. It is understood in the event of Sponsor's failure to vacate said premises herein provided, unless permission in writing is first obtained, the District may and is hereby authorized and made the agent of Sponsor to remove and store the concession and all other material of any nature whatsoever, at the Sponsor's risk and expense, and Sponsor shall reimburse the District for expenses thus incurred.

P. No Sponsor will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Sponsor is authorized in writing by the District and unless it holds a lawful license authorizing such sales on said premises.

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

R. Failure of the District to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.

S. Sponsor recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Sponsor may be subject to the payment or property taxes levied on such interest.

T. The District shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.

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

V. 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.

W. 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. During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens will be limited to areas designated by the Association.

-End Exhibit D-

EXHIBIT E

COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

1. **Scope.** As a result of the worldwide COVID-19 pandemic, the 32nd District Agricultural Association (OCFEC) implemented numerous essential protocols and procedures to protect OCFEC staff, renters, event promoter/producer employees, exhibitors, vendors, contractors, subcontractors, volunteers and members of the public. These protocols and procedures do not supersede or replace any existing orders issued by local governments, the State of California or the Federal Government. The protocol and procedure guidelines (COVID-19 Guidelines) apply equally to all organizations and persons doing business on OCFEC property, both public and private, and all event types, commercial, trade or other, hosted at the OCFEC.

2. **Sick, elderly and vulnerable persons.** Anyone who feels sick should remain at home. In addition, high-risk persons who are over 65 years of age, or anyone with chronic illness or underlying medical conditions, should continue to follow recommendations to stay at home and limit public interaction.

3. **Physical Distancing in the Workplace.** Physical distancing of a minimum of six (6) feet should be maintained between customer-facing employees and the general public, and – to the extent practical – between employees in the field or at employee workstations. Where isolation of employees in the field or at employee workstations is impractical, face coverings must be worn without exception.

4. **Handwashing, Personal Protective Equipment, and Testing.** Renters, event promoters, event producers, exhibitors, vendors, and their respective contractors, subcontractors and volunteers (collectively, "Business Partners") conducting business at the OCFEC must require all customer-facing employees to either wash their hands or use hand sanitizer every thirty minutes, or wear disposable gloves which are to be changed as frequently as specified by guidelines established for each applicable job assignment. Face coverings must be provided to all employees.

   Before starting a shift, all OCFEC employees and all Business Partner employees, must have their temperatures taken and documented, and individual(s) will not be permitted to remain at work if the temperature reading exceeds 100.4 degrees (°) Fahrenheit. Affected individual(s) may only return to work after registering and documenting their temperature reading below
   100.4° Fahrenheit for seventy-two (72) consecutive hours.

   All OCFEC event attendees, before entering OCFEC premises, must have their temperatures taken and documented. Any OCFEC event attendee with a temperature reading above 100.4° Fahrenheit will not be permitted to attend the event and will be required to immediately leave the OCFEC premises. Paid admission/parking fee refunds will be subject to processing schedule.

   All competitive professional and amateur sports participants, including youth sports participants, must be tested for COVID-19 at least one (1) week before the date of the scheduled competition, and will not be permitted to compete if the intended participant tests positive for COVID-19. If the intended participant tests positive for COVID-19, he/she will not be allowed to participate in any activities at the OCFEC until after (i) receiving a negative result on a subsequent COVID-19 test and (ii) satisfying the specified 14-day (or otherwise governmentally specified) COVID-19 quarantine period.

   OCFEC Business Partners should make every effort to limit physical touch points at their respective places of business, including at the OCFEC. All OCFEC event promoters must significantly increase frequency of

sanitation and disinfection measures at all workstations and equipment that come into contact with OCFEC employees and the general public. All OCFEC Business Partners must assess and identify the frequency of necessary sanitation and disinfection practices, and will review and agree upon a sanitation and disinfection schedule with the OCFEC.

Face coverings and disposable gloves must be worn by all OCFEC Business Partner customer- facing employees. All OCFEC event attendees and visitors must wear appropriate face coverings. Physical barriers, if available, are preferred but not required as the general public will make the personal decision of whether to attend an event at the OCFEC and/or patronize an OCFEC Business Partner. For the benefit of the public, OCFEC employees and Business Partner employees, handwashing or hand sanitizing should be done as soon as possible following the handling of materials that come in contact with the general public.

5. **Event Attendance Limitations.** Attendance at all OCFEC events, including all move-in and move-out activities, must be limited at any given time, to no more than the current maximum attendance levels permitted by all applicable local and state orders or laws.

   OCFEC Business Partners must establish and actively enforce measures to monitor and ensure attendance limitation compliance. If an OFCEC Business Partner fails to comply with event attendance limitations, the OCFEC in its sole and absolute discretion may cancel the event without notice and refer the matter to local law enforcement.

6. **OCFEC Business Partner Compliance.** OCFEC Business Partners shall make every effort to assure compliance with COVID-19 related mitigation requirements. If an OCFEC Business Partner fails to comply with these COVID-19 Guidelines, the OCFEC in its sole and absolute discretion may close non-compliant event spaces, exhibitor spaces or other such rental spaces, or may cancel the event without notice and refer the matter to local law enforcement.

7. Covid-19 Release and Waiver of Liability. As consideration for being permitted to conduct event activities at the OCFEC, OCFEC Business Partners must acknowledge and agree to all COVID-19 Pandemic and related governmental orders, directives and guidelines, and forever release the 32nd District Agricultural Association, the State, California Fair Services Authority ("CFSA"), the County, the Lessor, and any fair affiliated organization, along with their

   respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner's employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner's participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.

8. **Event Organization Protocols.** Each OCFEC Business Partner must submit event organization-specific COVID-19 related infection mitigation protocols and procedures for OCFEC review and approval no later thirty (30) days before the event's scheduled move-in date. The OCFEC reserves the right to reject any protocols and procedures that are in conflict with, or are less stringent than, the COVID-19 Guidelines. If the OCFEC rejects the OCFEC Business Partner's COVID-19 related infection mitigation protocols and procedures, the OCFEC Business Partner must resubmit revised infection mitigation protocols and procedures for review no less than fifteen (15) days before the event's scheduled move-in date. If OCFEC Business

Partner fails to submit the COVID-19 related infection mitigation protocols and procedures on time, the OCFEC in its sole and absolute discretion may terminate the agreement and cancel the event without notice.

9. Further Action as Necessary. The OCFEC reserves the right to modify these COVID-19

Guidelines as circumstances warrant. Specifically, the OCFEC recognizes that additional restrictions not reflected in these guidelines may be necessary to address the health and safety of certain populations depending upon their age or underlying health concerns, or otherwise to address medical issues as they arise.

I HAVE CAREFULLY READ THIS AGREEMENT EXHIBIT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A CONTRACTUAL AGREEMENT BETWEEN MYSELF AND THE 32ND DISTRICT AGRICULTURAL ASSOCIATION, THE STATE, CFSA, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed on _____, 20____.

OCFEC BUSINESS PARTNER

_____
Signature

_____
Address

_____
Address

STATE OF CALIFORNIA

SPONSORSHIP AGREEMENT

(Rev 3/19)

R_____ A_____ F_____

AGREEMENT NUMBER

SA-094-21SP | **A-**

1. This Agreement is entered into between the Awarding Agency and the Sponsor/Contractor named below:

STATE AGENCY'S NAME

32nd District Agricultural Association/O.C Fair & Event Center

SPONSOR/CONTRACTOR'S NAME

EL AVISO

2. The term of this Agreement is: **July 16, 2021 through August 15, 2021**

3. The amount of this Sponsorship Agreement **$37,852 (TRADE)**

Payment Terms**:**

☒ ONE TIME PAYMENT *(Lump sum)* ☐ MONTHLY ☐ QUARTERLY ☐ ITEMIZED INVOICE

☒ OTHER Payable to: "OC Fair & Event Center"

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement. *Additional Pages Attached

Exhibit A – Sponsorship Agreement Provisions

Exhibit B – Sponsorship Agreement Terms and Conditions

Exhibit C – Insurance Requirements

Exhibit D – Rules and Regulations Governing Rental Space - Note: Section B Referenced Handbook (Page 18 states "you are required to pay all requisite deposits, fees and taxes, including possessory interest tax, which may be levied by the County of Orange."

Exhibit E – Covid 19 Infection Mitigation Protocol & Procedure Guidelines

*GTC(4/17) – If not attached, view at *https://www.dgs.ca.gov/OLS/Resources*

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

SPONSOR/CONTRACTOR

SPONSOR/CONTRACTOR'S NAME

El Aviso

BY *(Authorized Signature)* ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

Maria A. Zepeda-Eulloqui, Branch Office/Operations Director

ADDRESS

4850 Gage Avenue, Bell, CA 90201

STATE OF CALIFORNIA

AGENCY NAME

32nd District Agricultural Association/OC Fair & Event Center

BY *(Authorized Signature)* ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

Michele Richards, Chief Executive Officer

ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

☐ CONTRACTS MANAGER ☐

California State Use Only

☑ Exempt: Sponsorship

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.
SIGNATURE OF STATE ACCOUNTING OFFICER

✍ Date

EXHIBIT A – SPONSORSHIP AGREEMENT PROVISIONS

Contract Representatives:

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER
Marie Torres, Marketing & Sponsorship Associate
(714) 708-1541

El Aviso
Maria A. Zepeda-Eulloqui, Branch Office Manager
323-586-9199
Via Molly Morley

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.

CONTRACTOR AGREES:

1. To be a sponsor of the 2021 OC Fair from July 16, 2021 – August 15, 2021 specific to the following events:
    a. Ramon Ayala / Banda Machos at Pacific Amphitheatre (Aug. 22, 2021)
    b. **Mariachi Sol De Mexico de Jose Hernandez at the Hangar** (August 8, 2021)

2. To provide TRADE in the sum of THIRTY-SEVEN THOUSAND AND EIGHT HUNDERED AND FORTY SIX DOLLARS ($37,852) as a sponsorship fee, due upon execution of this agreement.

3. Payments shall be remitted to the following address:

    OC Fair & Event Center
    Attn: Accounts Receivable
    88 Fair Drive
    Costa Mesa, CA 92626

4. To provide District with one (1) ½ page ad in all 13 issues of El Aviso running for six (6) weeks (circulation 325,000 copies per week in all 13 markets)
    a. Ed# 28 Week of 7/05/2021 First Deadline June 28, 2021
    b. Ed# 29 Week of 7/12/2021
    c. Ed# 30 Week of 7/19/2021
    d. Ed# 31 Week of 7/26/2021
    e. Ed# 32 Week of 8/02/2021
    f. Ed# 33 Week of 8/09/2021

5. To provide a cover in OC Only + Article. One edition any week during fair. (Circulation 50k copies in Area 5 & 7). The District must provide a good picture for the cover with high resolution and article lead time 2 weeks to work on this.
6. To provide District one (2) ½ page ad in the El Aviso OC Edition to promote 1. Ramon Ayala at the Pacific Amphitheatre (Aug. 22, 2021) and **Mariachi Sol De Mexico de Jose Hernandez** (August 8, 2021)
    a. 2 week promotion ½ page ad in area 5 & 7 promoting Ramon Ayala
        i. ED# 33 Week of 8/16/21 Deadline: 8/11/21
        ii. ED# 34 Week of 8/23/21
    b. 2 week promotion ½ page ad in area 5 & 7 promoting Mariachi Sol De Mexico de Jose Hernandez
        i. ED# 31 Week of 7/26/21 Deadline: 7/19/21
        ii. ED# 32 Week of 8/2/21

7. To gain pre-approval from the District for use of OC Fair marks and logos and that all display elements, materials and concepts provided by Sponsor require the approval of the District prior to implementation.

8. To provide high-resolution Sponsor logo for inclusion in advertising and signage as outlined herein.

9. To verify all Sponsor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.

10. That staff members shall comply with the following requirements:
    a. No staff member will promote brand outside of designated space(s).
    b. Any staff member working ten (10) days or more at the 2021 OC Fair will be provided a Working Vendor Badge for admission. Each individual is responsible for obtaining his or her credential from the badging office during operations hours. Prior to reporting to the badging office the required paperwork must be submitted to Tandem including the Megan's Law Screening(s). Photo badge credentials must be obtained prior to the start of the 2021 OC Fair.
    c. Any staff working less than ten (10) days will be provided single-day working credentials.

11. Sponsor will provide a list of staff working the following week and any required paperwork (Megan's Law Screening[s], etc.) to Tandem by 5:00 p.m. each Friday. Tandem will deliver the appropriate number of single-day working credentials to Sponsor's display by 5:00 p.m. each Sunday for staff working the following week.

12. To have its displays fully staffed by uniformed representatives.

13. That mobile tour and other exhibitors may be near the designated spaces.

14. To abide by the rules and regulations included in the 2021 OC Fair Exhibitor and Concessionaires Handbook and any such other reasonable parameters as set forth by the District staff prior to, during or following the Term.

15. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities and ensure display(s) are at all times operating within the parameters set by these organizations.

16. To provide Certificates of Insurance, fire safety training information, certifications and comply with all such reasonable requests as made by the District prior to, during or following the 2021 OC Fair.

DISTRICT AGREES:

1. To provide Sponsor with sponsorship of the 2021 OC Fair specific to the following events:
    a. Ramon Ayala / Banda Machos at Pacific Amphitheatre (Aug. 22, 2021)
    b. **Mariachi Sol De Mexico de Jose Hernandez** at The Hangar (August 8, 2021)
2. To provide Sponsor dedicated optional display space during the days of the two (2) sponsored events at the corresponding locations at the Pacific Amphitheatre and the Hangar.
    a. One (1) 6' table and two (2) chairs at each sponsored event. (Table location TBD based on production layout)

3. To provide Sponsor with two (2) sign spaces during the two (2) sponsored events at the Pacific Amphitheatre and the Hangar. (Standup banner provided by Sponsor and location TBD based on OCFEC production layout)

4. To produce sponsor name/logo on two (2) bottom sections of the directional cubes at the three (3) Guest Entrance Gates (signage to be produced/installed by the District)

5. To provide Sponsor with the following promotional components:
    a. Sponsor to distribute gift bags including the El Aviso publication before, during, and after the two (2) sponsored events at the corresponding location at the Pacific Amphitheatre and the Hangar.(Gift bags and content to be designed, funded, provided and distributed by Sponsor) (Gift bag design and content to be approved by the District in advance of distribution).

6. To include Sponsor logo:
    a. On the band of sponsors that is included on the map banner located on all (5) information booths for Fair.
    b. In the @The Fair e-newsletter, summer issue
    c. On the 2021 OC Fair website with a link to the Sponsor website

7. To provide the following hospitality benefits:
    a. 350 - 2021 OC Fair General Admission Tickets
    b. 20 - 2021 OC Fair Vendor Lot Single Day Parking Passes
    c. Two (2) Single Day “Lot F” Parking Passes for each Aug. 22 and August 8, 2021 for sponsored events at the Pacific Amphitheatre.
    d. Ten (10) Carnival Ride Cards (three [3] rides per card)
    e. Six (6) tickets to each of the two (2) sponsored events: Ramon Ayala and **Mariachi Sol De Mexico de Jose Hernandez**
    f. Two (2) tickets to one (1) concert at the Pacific Amphitheatre

8. To provide a mutually agreed upon number of working credentials and staff parking passes for Sponsor staff assigned to the Sponsor’s display

End Exhibit A

EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS

A. Title of Event. The Event shall be known as the "OC Fair" and Sponsor agrees that it shall refer to the Event in all advertising and promotional materials by the Event's full name.

B. Participants' Names. Sponsor acknowledges that State does not have the right to use the names, signatures, photographs or likenesses of any performer who may appear at the Event or on Sponsor's Stage in connection with a commercial product or service, and the individual performer must approve all such uses by Sponsor. State does have the right to approve on behalf of individual performers the use of their names, photographs or likenesses in advertising which primarily promotes the Event and the Stage and mentions Sponsor's involvement as a Sponsor, and Sponsor will submit any such advertising to State for prior approval as provided in Paragraph M.

C. Right to Remove Name. Sponsor shall have the right, at any time and for any reason, to request in writing the State remove its name from any and/or all signage and other materials associated with the Event. State shall use its best efforts to comply with said request, but if State will incur any additional expenses in connection with such compliance, it will notify Sponsor in writing and obtain Sponsor's prior written approval. Sponsor will reimburse State for all such approved expenses. State shall notify Sponsor if time does not reasonably permit compliance with Sponsor's request. Nothing herein shall relieve Sponsor of its obligations under the body of this Agreement.

D. Delivery and Service. At Sponsor's expense, Sponsor shall deliver the Products to, and store such Products at, State's location. Sponsor agrees to provide service personnel on an "on call" basis to assist in the delivery, installation, repair, maintenance and removal of the Products, in a number mutually agreed upon between the parties. All of Sponsor's personnel shall be subject to State's security and personnel policies and practices.

E. Sponsor Insurance. During the Term of this Agreement, Sponsor agrees to carry worker's compensation and employer's liability insurance, in such amounts as may be required by law, for any personnel Sponsor may utilize for the delivery, installation, maintenance, repair and removal of the Product.

F. Risk of Loss. State represents and warrants that to the extent storage of the Products is under the control and/or supervision of State, State will assume all risk of loss and will further store the Products safely and securely in a manner which will not cause the Products to become defective or not merchantable or fit for their intended purpose.

G. Sponsor's Trademarks. Sponsor's trademarks, label designs, product identifications, artwork and other symbols and devices associated with Sponsor's Products ("Sponsor's Trademarks") are and shall remain Sponsor's property, and Sponsor shall take all steps reasonably necessary to protect such Sponsor's Trademarks through U.S. federal registrations and foreign registrations as it deems desirable and through reasonable prosecution of infringements.

H. Sponsor's Authorization of State. State is hereby authorized to use Sponsor's Trademarks in advertising and promoting the Event during the Term of this Agreement, provided Sponsor shall have the right to approve all such uses in writing in advance.

I. State's Submission for Approval. State shall submit all materials to Sponsor in writing and if Sponsor does not approve or reject such materials in writing within 10 – 14 business days after receipt thereof, then Sponsor shall be deemed to have approved such materials.

J. Uses for Benefit of Sponsor. The right to use Sponsor's Trademarks is non-exclusive, non-assignable and nontransferable. All uses by State of Sponsor's Trademarks shall inure solely to the benefit of Sponsor.

K. State's Trademarks. State's trademarks, designs, artwork and other symbols and devices associated with the Event ("State's Trademarks") are and shall remain State's property and State shall take all steps reasonably necessary to protect State's Trademarks through U.S. federal registrations and foreign registrations as it deems desirable and through reasonable prosecutions of infringements.

L. State's Authorization of Sponsor. Sponsor is hereby authorized to use State's Trademarks in advertising and promoting Sponsor's Products until 15 days after the Event takes place, provided State shall have the right to approve all such uses in writing in advance.

EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS (CONT.)

M. Sponsor's Submission for Approval. Sponsor shall submit materials to State in writing and if State does not approve or reject such materials in writing within 10 – 14 business days after receipt thereof, then State shall be deemed to have approved such materials.

N. Benefit of State. The right to use State's Trademarks is non-exclusive, non-assignable and nontransferable. All uses by Sponsor of State's Trademarks shall inure solely to the benefit of State.

O. Merchandise. State shall not manufacture or sell, or license the manufacture and/or sale, of any promotional or other merchandise which bears Sponsor's Trademarks without Sponsor's prior written consent. Sponsor shall have the right to manufacture and/or sell promotional or other merchandise which bears State's Trademarks.

P. Ambush Prevention-State's Action. State agrees to take all reasonable measures to prevent the unauthorized use of State's Trademarks (and facsimiles thereof) and to prevent the dilution of the value of Sponsor's rights hereunder by using its best efforts to exclude competing signage, competitive product sales and competitive product sampling from the Venue and the area surrounding the Venue, and to prosecute specific instances of trademark and copyright infringement, trademark and trade dress dilution, unfair competition and/or consumer deception whenever it is, in the opinion of State's counsel, reasonable to do so. State shall bear all costs of such prosecution and shall retain the proceeds thereof, if any. Sponsor shall cooperate with State in any such litigation.

Q. Owner Warranties. State represents and warrants that:

1. it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person;

2. State's Trademarks do not infringe the trademarks or trade names or other rights of any other person;

3. it has all government licenses, permits or other authorizations necessary to conduct the Event as contemplated under this Agreement; and

4. it will comply with all applicable laws, regulations and ordinances pertaining to the promotion and conduct of the Event.

R. Sponsor Warranties. Sponsor represents and warrants that:

1. it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person;

2. Sponsor's Trademarks do not infringe the trademarks or trade names of any other person;

3. it has all government licenses, permits or other authorizations necessary to conduct its business; and

4. all Products furnished by Sponsor shall be of high quality and shall be free from product defects and shall be merchantable and suited for their intended purpose.

S. Effect of Cancellation on Sponsor. In the event that the Event does not take place, in whole or in part, due to any Act of God or force majeure, including, without limitation, weather, fire, flood, strike, labor dispute, civil commotion, riot or threat of violence of similar cause beyond the control of the parties, then Sponsor shall be entitled to an immediate refund of the Sponsorship Fee (or a pro rata portion thereof if the Event took place only in part) less any expenses incurred on behalf of the Sponsor and an immediate refund of the value (as measured by Sponsor's cost) of all Products contributed by Sponsor (or a pro rata portion of the value of the Products used in the Event if the Event took place only in part). State will provide adequate revenue protection insurance to cover its obligations hereunder.

T. No Joint Venture of Partnership. This agreement shall not be deemed to create a joint venture, partnership, principal-agent, employer-employee or similar relationship between State and Sponsor.

EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS (CONT.)

U. Invalidity. The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate the Agreement, all of said provisions being inserted conditionally on their being considered legally valid, and this Agreement shall be construed and performed in all respects as if such invalid or unenforceable provision(s) were omitted.

V. Notices. All notices required or permitted to be made under this Agreement shall be in writing and shall be deemed to have been duly given when delivered or sent by prepaid certified or registered mail:

If to State, to: 88 Fair Drive, Costa Mesa, CA 92626

or such other address as either party may designate in writing to the other party for this purpose.

W. Commissions. Sponsor and State shall each be responsible for its own sales agency, sponsorship agency, advertising agency or other commissions or brokers fees which either is or may become obligated to pay as a result of or attendant to this Agreement.

X. Non-Assignment. Neither party shall assign this Agreement without the prior written approval of the other party, except that Sponsor may assign this Agreement to any entity which acquires substantially all of its assets.

Y. Complete Agreement. This Agreement represents the entire agreement between the parties and supersedes all other agreements, if any, express or implied, whether written or oral. State has made and makes no representations of any kind except those specifically set forth herein.

Z. Binding Agreement. This Agreement shall be binding upon the parties, their successors and assigns.

AA. Cancellation. The State reserves the sole and exclusive right to terminate this agreement, with or without cause, upon thirty (30) calendar days written notice to Sponsor. If, during the performance of this agreement, a dispute arises between the Sponsor and the State, which cannot be settled by discussion, the Sponsor shall, within eight hours of the incident giving rise to the dispute, submit a written statement to State. A decision by the State, in writing, shall be given to the Sponsor within four hours of receipt of such statement, and shall be final and conclusive. The Sponsor shall continue to perform the requirements herein without interruptions during the dispute period.

BB. Breach of Agreement. In the event the Sponsor breaches the terms of this agreement, the State shall be entitled to recover, in addition to any other damages and remedies that they may be entitled to, all costs incurred in enforcing this agreement, including attorney's fees.

CC. Indemnification To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, employees, and their sales agency of record (currently Moor + South/Pier Management Co., LP, dba Tandem) from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents.)

- End Exhibit B -

EXHIBIT C – INSURANCE REQUIREMENTS

California Fair Services Authority #19-02

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate – The contractor/renter provides the fair with a signed original certificate of Insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. Coverages:

a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall be not less than **$5,000,000 per occurrence** for Fairtime Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **$5,000,000 per occurrence** for the following types of Motorized Events: automobile races, drifting exhibitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, enduro, pro stock; **$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races; **$3,000,000 per occurrence** for Rodeo Events all types **with a paid gate** and any Rough Stock events; **$2,000,000 per occurrence** for Rodeo Events All Types **without a paid gate** and with any Rough Stock events and for Swap Meets/Flea Markets held two or more times per calendar year; **$2,000,000 per occurrence** for the following Motorized events: car jumping contests/demonstrations of hydraulic modifications to automobiles; **$2,000,000 per occurrence** for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Cannabis Festivals/Trade Shows, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; **$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events**; $1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the contractor/renter's activities, or business to be conducted under the contract or rental agreement/lease, must be listed in the Certificate of Insurance. If there is a self-insured retention or deductible in the contractor/renter's coverage equal to or in excess of $100,000, the self-insured retention/deductible amount shall be included as part of the Certificate of Insurance. A copy of the contractor/renter's policy declaration page containing this information as an attachment/exhibit to the Certificate of Insurance will be acceptable, provided it contains all the aforementioned information.

b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than $1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.

c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

d. Medical Malpractice - Medical Malpractice coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving medical services.

e. Liquor Liability - Liquor Liability coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

5. Certificate Holder:
   - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
   - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company: The company providing insurance coverage must be acceptable to California Department of Insurance.

7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

B. CFSA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

C. Master Certificates - A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.

2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.

2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.

3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.

4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

-End Exhibit C-

EXHIBIT D – RULES AND REGULATIONS GOVERNING RENTAL SPACE

A. The District hereby grants to the Sponsor the right to occupy the aforestated space(s) for the purpose set forth herein and subject to the terms and conditions of this Agreement.

B. **The Commercial Space and Concessions Rules and Regulations Handbook hereby becomes a part of this Sponsorship with Rental Space agreement by reference and is on file with the District. By signing the Agreement, Sponsor acknowledges that they have read the Handbook and agrees to abide by said Rules and Regulations.**

C. Sponsor represents and warrants that the commercial offering, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Sponsor or all required permissions and license agreements have been obtained and paid for by the Sponsor, and (ii) as far as Sponsor 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.

D. Sponsor further agrees that it will not sell, exchange or barter, or permit his employees to sell, exchange or barter any permits issued to Sponsor or his employees hereunder.

E. In the event Sponsor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by the District and the District shall have the right to occupy the space in any manner deemed for the best interest of the District.

F. No Sponsor will be allowed to open booth space/exhibit until all the preliminary requirements herein set forth have been complied with.

G. Sponsor will conduct its business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the District near said booth space/exhibit for such purpose, and will keep the area within and surrounding said booth space/exhibit free from all rubbish and debris.

H. The District will furnish necessary janitorial services for all aisles, streets, roads and areas used by the public, but Sponsor must, at his own expense, keep the booth/exhibit space and adjacent areas properly arranged and clean. All equipment must be clean, all coverings removed, and the booth/exhibit ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Sponsor's trash, and such trash must not be swept into the aisles or streets or any public space.

I. All buildings, tents, or enclosures erected under the term of this Agreement shall have the prior approval of District and the local fire suppression authorities.

J. Sponsor will conduct the privileges granted in this Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by the District, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Agreement, and that any and all exclusives granted Sponsor shall not include the Carnival and the Carnival Area.

K. All sound-producing devices used by Sponsor within or outside its space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to its patrons or to other Concessionaires or Exhibitors and the decision of the District as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from the District.

L. Sponsor agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods

EXHIBIT D – RULES AND REGULATIONS GOVERNING RENTAL SPACE (CONT.)

shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the the District and the local law enforcement officials.

M. Sponsor is entirely responsible for the space allotted to Sponsor and agrees to reimburse the District for any damage to the real property, equipment, or grounds use in connection with the space allotted to Sponsor, reasonable wear and tear and damage from cause beyond Sponsor's control excepted.

N. The District may provide watchman service, which will provide for reasonable protection of the property of Sponsor's, but the District shall not be responsible for loss or damage to the property of Sponsor.

O. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Sponsor must be removed from the buildings and grounds by Sponsor, at his own expense, no later than a date specified by the District. It is understood in the event of Sponsor's failure to vacate said premises herein provided, unless permission in writing is first obtained, the District may and is hereby authorized and made the agent of Sponsor to remove and store the concession and all other material of any nature whatsoever, at the Sponsor's risk and expense, and Sponsor shall reimburse the District for expenses thus incurred.

P. No Sponsor will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Sponsor is authorized in writing by the District and unless it holds a lawful license authorizing such sales on said premises.

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

R. Failure of the District to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.

S. Sponsor recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Sponsor may be subject to the payment or property taxes levied on such interest.

T. The District shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.

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

V. 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.

W. 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. During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens will be limited to areas designated by the Association.

-End Exhibit D-

EXHIBIT E

COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

1. **Scope.** As a result of the worldwide COVID-19 pandemic, the 32nd District Agricultural Association (OCFEC) implemented numerous essential protocols and procedures to protect OCFEC staff, renters, event promoter/producer employees, exhibitors, vendors, contractors, subcontractors, volunteers and members of the public. These protocols and procedures do not supersede or replace any existing orders issued by local governments, the State of California or the Federal Government. The protocol and procedure guidelines (COVID-19 Guidelines) apply equally to all organizations and persons doing business on OCFEC property, both public and private, and all event types, commercial, trade or other, hosted at the OCFEC.

2. **Sick, elderly and vulnerable persons.** Anyone who feels sick should remain at home. In addition, high-risk persons who are over 65 years of age, or anyone with chronic illness or underlying medical conditions, should continue to follow recommendations to stay at home and limit public interaction.

3. **Physical Distancing in the Workplace.** Physical distancing of a minimum of six (6) feet should be maintained between customer-facing employees and the general public, and – to the extent practical – between employees in the field or at employee workstations. Where isolation of employees in the field or at employee workstations is impractical, face coverings must be worn without exception.

4. **Handwashing, Personal Protective Equipment, and Testing.** Renters, event promoters, event producers, exhibitors, vendors, and their respective contractors, subcontractors and volunteers (collectively, "Business Partners") conducting business at the OCFEC must require all customer-facing employees to either wash their hands or use hand sanitizer every thirty minutes, or wear disposable gloves which are to be changed as frequently as specified by guidelines established for each applicable job assignment. Face coverings must be provided to all employees.

   Before starting a shift, all OCFEC employees and all Business Partner employees, must have their temperatures taken and documented, and individual(s) will not be permitted to remain at work if the temperature reading exceeds 100.4 degrees (°) Fahrenheit. Affected individual(s) may only return to work after registering and documenting their temperature reading below
   100.4° Fahrenheit for seventy-two (72) consecutive hours.

   All OCFEC event attendees, before entering OCFEC premises, must have their temperatures taken and documented. Any OCFEC event attendee with a temperature reading above 100.4° Fahrenheit will not be permitted to attend the event and will be required to immediately leave the OCFEC premises. Paid admission/parking fee refunds will be subject to processing schedule.

   All competitive professional and amateur sports participants, including youth sports participants, must be tested for COVID-19 at least one (1) week before the date of the scheduled competition, and will not be permitted to compete if the intended participant tests positive for COVID-19. If the intended participant tests positive for COVID-19, he/she will not be allowed to participate in any activities at the OCFEC until after (i) receiving a negative result on a subsequent COVID-19 test and (ii) satisfying the specified 14-day (or otherwise governmentally specified) COVID-19 quarantine period.

   OCFEC Business Partners should make every effort to limit physical touch points at their respective places of business, including at the OCFEC. All OCFEC event promoters must significantly increase frequency of

sanitation and disinfection measures at all workstations and equipment that come into contact with OCFEC employees and the general public. All OCFEC Business Partners must assess and identify the frequency of necessary sanitation and disinfection practices, and will review and agree upon a sanitation and disinfection schedule with the OCFEC.

Face coverings and disposable gloves must be worn by all OCFEC Business Partner customer- facing employees. All OCFEC event attendees and visitors must wear appropriate face coverings. Physical barriers, if available, are preferred but not required as the general public will make the personal decision of whether to attend an event at the OCFEC and/or patronize an OCFEC Business Partner. For the benefit of the public, OCFEC employees and Business Partner employees, handwashing or hand sanitizing should be done as soon as possible following the handling of materials that come in contact with the general public.

5. **Event Attendance Limitations.** Attendance at all OCFEC events, including all move-in and move-out activities, must be limited at any given time, to no more than the current maximum attendance levels permitted by all applicable local and state orders or laws.

   OCFEC Business Partners must establish and actively enforce measures to monitor and ensure attendance limitation compliance. If an OFCEC Business Partner fails to comply with event attendance limitations, the OCFEC in its sole and absolute discretion may cancel the event without notice and refer the matter to local law enforcement.

6. **OCFEC Business Partner Compliance.** OCFEC Business Partners shall make every effort to assure compliance with COVID-19 related mitigation requirements. If an OCFEC Business Partner fails to comply with these COVID-19 Guidelines, the OCFEC in its sole and absolute discretion may close non-compliant event spaces, exhibitor spaces or other such rental spaces, or may cancel the event without notice and refer the matter to local law enforcement.

7. Covid-19 Release and Waiver of Liability. As consideration for being permitted to conduct event activities at the OCFEC, OCFEC Business Partners must acknowledge and agree to all COVID-19 Pandemic and related governmental orders, directives and guidelines, and forever release the 32nd District Agricultural Association, the State, California Fair Services Authority ("CFSA"), the County, the Lessor, and any fair affiliated organization, along with their

   respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner's employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner's participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.

8. **Event Organization Protocols.** Each OCFEC Business Partner must submit event organization-specific COVID-19 related infection mitigation protocols and procedures for OCFEC review and approval no later thirty (30) days before the event's scheduled move-in date. The OCFEC reserves the right to reject any protocols and procedures that are in conflict with, or are less stringent than, the COVID-19 Guidelines. If the OCFEC rejects the OCFEC Business Partner's COVID-19 related infection mitigation protocols and procedures, the OCFEC Business Partner must resubmit revised infection mitigation protocols and procedures for review no less than fifteen (15) days before the event's scheduled move-in date. If OCFEC Business

Partner fails to submit the COVID-19 related infection mitigation protocols and procedures on time, the OCFEC in its sole and absolute discretion may terminate the agreement and cancel the event without notice.

9. Further Action as Necessary. The OCFEC reserves the right to modify these COVID-19

Guidelines as circumstances warrant. Specifically, the OCFEC recognizes that additional restrictions not reflected in these guidelines may be necessary to address the health and safety of certain populations depending upon their age or underlying health concerns, or otherwise to address medical issues as they arise.

I HAVE CAREFULLY READ THIS AGREEMENT EXHIBIT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A CONTRACTUAL AGREEMENT BETWEEN MYSELF AND THE 32ND DISTRICT AGRICULTURAL ASSOCIATION, THE STATE, CFSA, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed on _____, 20____.

OCFEC BUSINESS PARTNER

_____
Signature

_____
Address

_____
Address

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev. 03/2019)

R_____ A_____ F_____

AGREEMENT NUMBER
SA-095-21HB

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
CHRISTOPHER A. WILLSHIRE F/S/O PRIVATE EYES

2. The term of this Agreement is: **07/21/21** through **07/21/21** **FED ID:**

3. The maximum amount of this Agreement is: **$1,800.00**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work **– To provide "Private Eyes" in The Hangar on July 21 at the 2021 OC Fair. See Page 2 for additional details.**	Pages 1 – 4
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 5
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 6 – 9
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 10 – 13
Exhibit E – Hangar House Rider (Insurance Requirements) (Attached hereto as part of this agreement)	Pages 14 – 18
Exhibit F – Covid-19 Infection Mitigation Protocol & Procedure (Attached hereto as part of this agreement)	Pages 19 – 21

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
CHRISTOPHER A. WILLSHIRE F/S/O PRIVATE EYES

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Christopher A. Willshire, Partner

CONTRACTOR BUSINESS ADDRESS
2443 Oneida St. #2, Pasadena, CA 91107
(626) 833-4303 booking@hallandoatestribute.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Michele Richards, Chief Executive Officer or
Joan Hamill, Chief Business Development Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACT REPRESENTATIVES:

32nd District Agriculture Association
Name: Jeff Willson
Title: Entertainment Supervisor
Phone number: (714) 708-1878

Private Eyes
Name: Christopher A. Willshire
Title: Partner
Phone number: (626) 833-4303

CONTRACTOR AGREES:

Performance

1. To provide the performance group "Private Eyes – The Premier Tribute to Hall & Oates" on Wednesday, July 21, 2021.
2. To perform one (1) show approximately 85 - 95 minutes in length on The Hangar stage beginning 8:30 p.m.

Radius

1. The Hangar at The OC Fair has market exclusivity for this performance. No performance or advertising is allowed for events within a 30 mile radius (Southern Los Angeles, Inland Empire and Orange County) for 60 days prior to the performance date.

Press / Media

1. To refer to the performance venue as "The Hangar at the OC Fair" in all advertising and/or communications including, but not limited to, email, websites, social media outlets and print schedules.
2. To provide biographical, press release information, and current performer imagery as necessary.
3. To make band members available for media and/or promotional opportunities (see Exhibit E).
4. To promote this contracted event via Contractor email and mobile (if available) database(s), and web site.
5. All requests for press inclusion (written, photography, videography) at this performance event must be submitted to, and approved by, the OC Fair Communications Department.

Operations / Production

1. Advance performance with Doug Sturgis, the venue Production Manager, at doug@rkde.net.
2. The Hangar stage will be used by community performers during the day, in advance of this contracted performance. The stage will be clear and the venue vacated a minimum of three (3) hours in advance of the performance for load in, sound check and audience load in. It is imperative that Contractor arrive on time and prepared to facilitate load in and sound check during this short window of time.
3. Doors for the event are at approximately 60 minutes prior to the performance start time.
4. This contract is predicated on the fact that Contractor will be using in-house production as is. Any additional production expense will be financial responsibility of the Contractor. This includes, but is not limited to, backline, transportation of any kind, additional risers, musicians or extra talent, hotel accommodations, pyrotechnics, video, etc. (see Exhibit E).

Contractor Rider

1. The venue Production Manager will review any Contractor rider and attempt to make accommodations if possible, however the venue rider for The Hangar is incorporated into this contract and supersedes Contractor rider.

EXHIBIT A – SCOPE OF WORK (CONT.)

Merchandise

1. Contractor sells: District agrees to waive merchandise split.
2. Contractor must provide notification of merchandise sales a minimum of three days prior to the contracted date. Without this notification, there is no guarantee that merchandise tables, chairs, etc., will be provided.

Video Recording

1. Video recording of performances will only be allowed using simple hand-held devices such as cell phones. Tripods, high-resolution video cameras, multiple-camera recording positions, and other devices, for the purposes of this contract known as "professional video recording," will only be allowed with the permission of the OC Fair Entertainment Department. An origination fee of TWO HUNDRED FIFTY DOLLARS ($250.00) is required in order to receive permission to enlist professional video recording services or video equipment.
2. In cases where professional services are permitted, placement of any/all equipment is at the discretion of the venue Production Manager and may not, under any circumstances, interfere with the experience of customers at the event.
3. Contractor may order a live video feed recording of the performance captured by the District for a fee of TWO HUNDRED FIFTY DOLLARS ($250.00), requested through the OC Fair Entertainment Department. Such recordings will be provided to Contractor on a hard drive once payment is received (check or money order only). Contractor agrees to grant OC Fair the right to use recordings in whole or in part for promotional purposes.
4. If Contractor wishes to seek professional video recording services and to secure a live video recording from the District, a fee of THREE HUNDRED FIFTY DOLLARS ($350.00) is required.

Insurance

1. It is understood that this event includes the contracted performer only, and that there is no direct audience participation. If audience participation is to be included, the proper insurance must be arranged through OC Fair & Events Center Business Services.

Ticketing:

1. The District may, at its discretion, offer group discounts up to 20%.
2. The District may, at its discretion, offer two-for-one tickets to its season ticket holders
3. The District may, at its discretion, offer discounts of up to 50% to the public through its ticket service provider.
4. The District may, at its discretion, offer discounts of up to 50% to the public through internet distribution services such as, but not limited to, Groupon, Goldstar, Living Social, etc.

Other

1. The District reserves the right to terminate any contract, at any time, by giving the Contractor notice in writing at least thirty (30) days prior to the date when such terminations shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

EXHIBIT A – SCOPE OF WORK (CONT.)

2. The District's obligations are subject to Act of God, violent storms, riots, wars, labor difficulties, epidemics, and act or order by any public authority of any cause similar or dissimilar beyond the District's control, or in the event of the destruction of the Hangar or adjoining areas of the Fairgrounds by violent weather, fire, or national or local calamity or any unforeseen fulfillment of this Agreement by the District impossible and appearances of the Contractor impossible. If such an occurrence shall occur necessitating the cancellation of any show(s) which shall be mutually agreed upon between the District and the Contractor, then the Contractor shall be paid on a prorated basis for shows(s) performed. When one (1) show only is presented and condition(s) beyond the control of the Contractor and District which would prevent the start of the show at the scheduled time it is mutually agreed that the show can be delayed a maximum of 90 minutes to correct such condition and to present herein.

DISTRICT AGREES:

Payment

1. To pay Contractor a total not to exceed amount of ONE THOUSAND EIGHT HUNDRED DOLLARS ($1,800.00) upon satisfactory completion of work herein required on Wednesday, July 21, 2021. (see Exhibit B and Exhibit E).

Operations / Production

1. To provide The Hangar stage, lights and sound. Backline is not included (see Exhibit E).
2. To provide box office, ticket takers, security, usher staff and concessions.

Accommodations

1. To provide a 10' X 20' dressing room trailer in the backstage area.
2. To provide a deli style meal, bottled water and soft drinks for eight band members, crew and management. Any catering beyond these parameters will be at the sole expense of the Artist (see Exhibit E).

Credentials

1. To provide complimentary parking and admission for band members, crew and management only.
2. To provide twenty (20) complimentary performance tickets upon request. Please request through venue Production Manager at hangarproduction@ocfair.com. Guest tickets include free admission to the OC Fair and the performance event, but do not include parking.

Event Marketing

1. To provide marketing, advertising and promotion as part of the 2021 OC Fair collateral material.

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5770-70

PAYMENT PROVISIONS:

To pay Contractor a total not to exceed amount of ONE THOUSAND EIGHT HUNDRED DOLLARS ($1,800.00) upon satisfactory completion of work herein required on Wednesday, July 21, 2021.

Payment will be made by 32nd District Agricultural Association, State of California-issued check. As an agency of the State of California, the venue is not permitted to provide performance deposits in advance of the performance date.

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Wednesday, July 21, 2021, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL:**
   This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
   No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
   Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
   Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
   The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR*:***
   Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:
During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:
Time is of the essence in this Agreement.

13. COMPENSATION:
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:
The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE BASED OFF THE SCOPE OF WORK)

CCC-04/2017 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS:
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST:
Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Current State Employees (Pub. Contract Code §10410):
1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):
1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE:
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

6. **RESOLUTION:**
   A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. **AIR OR WATER POLLUTION VIOLATION:**
   Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. **PAYEE DATA RECORD FORM STD. 204:**
   This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES
Performer, Artist, and Contractor (hereinafter referred to as "Contractor") shall adhere to all starting and ending times as indicated in this Agreement.

CURFEW
There is a strict 10:30 p.m. curfew in effect unless an extension of curfew is approved by the 32nd District Agricultural Association (hereinafter referred to as "District") prior to the performance. If this curfew is not adhered to, Contractor shall be liable and subject to litigation and fines by the State of California for breach of contract. These fines shall be one thousand dollars ($1,000.00) per minute for the first five (5) minutes and an additional ten thousand dollars ($10,000.00) for any period thereafter.

PAYMENT
Contractor shall be paid by District check upon completion of performance. There shall be no cash payments and no check cashing shall be authorized. Contractors who are non-residents of California will be subject to State withholding by the Franchise Tax Board at a rate of seven percent (7%) unless a Form 590 has been completed and returned to the District.

PUBLIC ACCESS TO FACILITY
The facility will be open to the public approximately 60 minutes prior to the start of the show. There shall be no exceptions to this stated time. This requirement is necessary to meet safety and crowd control procedures set by the State of California Fire Marshal and the Orange County Sheriff's Department.

DECIBEL LEVEL
Sound pressure levels must not exceed:

1. 85 dB, no weighting, averaged over a 5-minute period at directly backstage. Random readings will be taken throughout sound check and performance.
2. 95 dB, no weighting, averaged over a 5-minute period at FOH.
3. 55 dB, LEQ average in surrounding neighborhoods (distance is typically 1,000 feet or more from the Hangar FOH location).
4. If any one (1) of the above conditions is exceeded, regardless of compliance in the remaining areas, Contractor will be asked to reduce levels to comply.

House sound will include stage monitors. District Agrees to use Contractor's monitor system, at Contractor's request, at no additional cost to the District.

Contractor shall be bound by the sound covenant and shall at all times during any pre-concert sound checks and the concert operate within the sound restrictions. Contractor agrees that upon discovery or notification of any occurrence of sound level exceedance by either the District, or a designated sound monitor or other designee, Contractor shall immediately adjust the sound level to come into compliance with sound level specifications. If repeated sound level violations occur within concert performance after such notification, Contractor agrees to immediately terminate the concert.

In addition to the above terms, Contractor agrees that the District, in exercise of its discretion and judgment, retains all rights to adjust the sound level or terminate the concert performance as it may deem necessary to ensure compliance with the sound restrictions.

MEDIA - WEBSITE
The District requires that the Contractor place specific information about the contracted event at the OC Fair on its website. Information should include the entertainer's name, date, time of performance(s) at the OC Fair, and a web link to OC Fair website (www.ocfair.com).

MEDIA - INTERVIEW
The District also requests that the Contractor consent to at least one (1), fifteen (15)-minute promotional interview with a local radio station in advance of their performance at the OC Fair. Radio station to be selected by the District.

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

MEDIA - VIDEO
Local affiliates of national television networks, upon issuance of proper District press credentials and approval of Contractor's representative, shall be allowed to videotape up to three (3) minutes of performance for news purposes only. The District actively discourages all non-legitimate videotaping activity.

MEDIA - STILL PHOTOGRAPHY
Representatives of legitimate press organizations, upon issuance of proper District press credentials, shall be allowed to photograph a portion of the performance for review purposes only. The District actively discourages all non-legitimate use of still photography.

MEET & GREETS
The District requests that the Contractor participate in a pre-performance or post-performance meet & greet as arranged by the venue.

PRODUCTION
This contract is predicated on the fact that Contractor will be using in-house production as is. The District will provide The Hangar stage, lights and sound. Backline is not included. Approximately two (2) hours are allotted to set the stage and perform soundcheck.

Any additional gear required will be at the sole expense of the Contractor. This includes but is not limited to: backline, transportation, additional riser(s), musicians or additional talent, pyrotechnics, etc. Any labor required to strike and restore changes to existing truss system is at the sole expense of the Contractor.

The Contractor is welcome to bring additional production equipment, such as monitor systems, FOH console(s), lighting console(s), and additional lighting fixtures to be added to the pre-existing truss system. The cost of setting up additional equipment is the sole responsibility of the Contractor.

If seats are killed as a result of any gear that is brought in specifically for a Hangar performance, the Contractor will be charged back the face value of the killed seats plus any refund amount required to relocate guests who have purchased seats the must be killed.

SOUND AND LIGHTS
Contractor agrees to use District-provided industry standard sound and lighting equipment. Any other expense for gear and associated labor to install, strike or cause any other expense is at the sole cost of the Contractor.

RENTAL EQUIPMENT
The District may provide, but will not be responsible for payment of rental equipment, unless otherwise specifically stated in this Agreement.

HOSPITALITY
The District may provide meal service, when contracted, chosen from a District-determined menu. District will use Contractor's contract rider as a guide, but will be the final determiner of the meal that is served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e., tour bus food service) may be requested by the Contractor at the Contractor's expense from the on-site caterer. The District will not provide alcohol, tobacco, vape and cannabis products, nor will runners be available to secure these items. The OC Fair is a smoke-free event and the use of tobacco, vape and cannabis therein is strictly forbidden.

SPONSORSHIPS
The District's sponsorships will take precedence over Contractor's sponsorships. Contractors who have a sponsor will receive one-half (1/2) the number of signs, posters, impressions compared to the number of the District's sponsor. Contractor's sponsorship signage may be used only with District Management's approval. The District's CEO and sponsorship manager shall be notified prior to the signing of this Agreement of any potential conflicts related to sponsors. Contractors shall not receive any revenues from District sponsorships.

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

The Hangar is eligible for two (2) sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Hangar.

FORCE MAJEURE CLAUSE

The District's obligations are subject to Act of God, violent storms, riots, wars, labor difficulties, epidemics, and act or order by any public authority of any cause similar or dissimilar beyond the District's control, or in the event of the destruction of the Hangar or adjoining areas of the Fairgrounds by violent weather, fire, or national or local calamity or any unforeseen fulfillment of this Agreement by the District impossible and appearances of the Contractor impossible. If such an occurrence shall occur necessitating the cancellation of any show(s) which shall be mutually agreed upon between the District and the Contractor, then the Contractor shall be paid on a prorated basis for shows(s) performed. When one (1) show only is presented and condition(s) beyond the control of the Contractor and District which would prevent the start of the show at the scheduled time it is mutually agreed that the show can be delayed a maximum of 90 minutes to correct such condition and to present herein.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers' Compensation Insurance for its employees as required by law. Prior to date of performance, all performers shall submit to the District proof of valid Workers' Compensation Insurance coverage for all of their employees, unless performer has certified on Payee Data Record – STD. 204, that he/she is a sole proprietor and has no employees. It is mutually agreed that the District is relying upon the Contractor's specific representation and warranty that it has the proper Workers Compensation Insurance and that the Contractor will indemnify and hold harmless the District in the event it did not have the insurance.

Contractor further certifies that by signing this Agreement, Contractor will comply with such provisions under Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code immediately upon hiring any employee and before commencing the performance of this Agreement.

INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, and employees from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents).

COPYRIGHT INFRINGEMENT INDEMNIFICATION

Contractor warrants and represents that no musical, literary, or artistic work or other property protected by copyright will be performed, reproduced or used in the performance of this Agreement unless Contractor has previously thereto obtained written permission from the copyright holder or is otherwise exempt under 17 U.S.C. §§110:

"notwithstanding the provisions of Section 106, the following are not infringements of copyright:…

(6) performance of a nondramatic musical work by a governmental body or a nonprofit agricultural or horticultural organization, in the course of an annual agricultural or horticultural fair or exhibition conducted by such body or organization; the exemption provided by this clause shall extend to any liability for copyright infringement that would otherwise be imposed on such body or organization, under doctrines of vicarious liability or related infringement for a performance by a concessionaire, business establishment, or other person at such fair or exhibition, but shall not excuse any such person from liability for the performance."

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

Contractor acknowledges that Contractor acts under this Agreement as an independent contractor charged with the responsibility, in Contractor's sole discretion, for selection, performance, reproduction and use of such musical, literary and artistic works as contractor deems appropriate and that Contractor undertakes strict compliance with all laws respecting copyrights and the performance, reproduction and use of musical, literary and artistic works.

Contractor warrants that in the performance of this Agreement, Contractor will not infringe any statutory, common law or other right of any person in performing, reproducing or otherwise making use of any work or material. Contractor will indemnify, save and hold harmless the State and its agencies, including District, and their officers, agents, employees and servants from and against all claims, costs, and expenses (including legal fees), demands, actions and liability of every kind and character whatsoever with respect to copyright and the performance, reproduction and use of musical, literary and artistic works. Contractor authorizes the withholding of payment under this Agreement pending the final disposition of any claim which may result from the foregoing indemnification.

MISCELLANEOUS

The performance may be emceed by (i.e. "welcomed by") a local market radio station personality. In no way shall this be considered a "co-promotion" or "presented by" situation. Contractor shall be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall provide to the District any and all available materials, specifically to include biographical information, photographs, audio and/or video tapes (beta only) for District's use in promotional, collateral and advertising material for this event/performance.

All promotional, collateral and advertising material for the event will be developed and approved by the District. This material will be executed in a festival-style approach. All Contractor names including spelling, capitalization, and addendums must be designated in contracts. Changes cannot be made after the contract has been finalized.

Contractor will not have prior approval of any Fair-related promotional or advertising material. All Contractor guidelines must be outlined in contracts and will be incorporated as indicated.

No preferential changes of images provided by Contractor's management or publicity agents will be permitted unless provided image is no longer valid due to personnel changes.

CONTRACTOR COMPLIMENTARY TICKETS

The District will provide the Contractor with a reasonable number of complimentary concert tickets. The amount will be negotiated at the point of booking and any tickets past that amount must be purchased by the Contractor. Should the show carry a co-headliner, support or an opening act, that number will be reduced proportionately. Contractor's guests will be subject to a parking charge at the event. If available, the Contractor may purchase additional tickets through the OC Fair box office.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

PROFANE OR OBSCENE LANGUAGE

This is a State of California facility and all performances will be viewed by adults and children alike. The use of profane or obscene language or gestures will not be tolerated. Any display of such language or gestures by any contracted performer, their crew, or their representatives or associates while in the view or earshot of any Fair guest will be a finable offense subject to ONE THOUSAND DOLLARS ($1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

OFFENSIVE OR POLITICAL STATEMENTS OR PROPS

The display of offensive, political or controversial statements, slogans, flags (specifically the Confederate flag) or emblems as part of branding or decoration will not be tolerated. Any display by any contracted performer, their crew, or their representatives or associates while in the view of any Fair guest will be a finable offense subject to ONE THOUSAND DOLLARS ($1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.

CONFLICT OF LAWS OR TERMS

It is expressly understood and agreed that this Agreement shall be governed by the laws of the State of California both substantive and procedural. In the case of conflict between the District/State Documents and Contractor's Documents, the District/State Documents shall prevail if the parties can not mutually agree upon a resolution of the conflict.

CONTRACTOR'S POWER AND AUTHORITY

Contractor or Contractor's designee as signatory to this Agreement is empowered and has the authority to enter into this Agreement and bind Contractor to the terms and conditions contained herein. If the Contractor is not signing and contracting in own name to perform the entertainment services, then whatever business entity is signing and contracting to provide the services of the Contractor shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation "F/S/O" (for the services of) and immediately followed by the name of the performing Contractor on the preprinted blank line on the first page.

-End Exhibit E-

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

V06042020

1. **SCOPE**
As a result of the worldwide COVID-19 pandemic, the 32nd District Agricultural Association (OCFEC) implemented numerous essential protocols and procedures to protect OCFEC staff, renters, event promoter/producer employees, exhibitors, vendors, contractors, subcontractors, volunteers and members of the public. These protocols and procedures do not supersede or replace any existing orders issued by local governments, the State of California or the Federal Government. The protocol and procedure guidelines (COVID-19 Guidelines) apply equally to all organizations and persons doing business on OCFEC property, both public and private, and all event types, commercial, trade or other, hosted at the OCFEC.

2. **SICK, ELDERLY AND VULNERABLE PERSONS**
Anyone who feels sick should remain at home. In addition, high-risk persons who are over 65 years of age, or anyone with chronic illness or underlying medical conditions, should continue to follow recommendations to stay at home and limit public interaction.

3. **PHYSICAL DISTANCING IN THE WORKPLACE**
Physical distancing of a minimum of six (6) feet should be maintained between customer-facing employees and the general public, and – to the extent practical – between employees in the field or at employee workstations. Where isolation of employees in the field or at employee workstations is impractical, face coverings must be worn without exception.

4. **HANDWASHING, PERSONAL PROTECTIVE EQUIPMENT, AND TESTING**
Renters, event promoters, event producers, exhibitors, vendors, and their respective contractors, subcontractors and volunteers (collectively, “Business Partners”) conducting business at the OCFEC must require all customer-facing employees to either wash their hands or use hand sanitizer every thirty minutes, or wear disposable gloves which are to be changed as frequently as specified by guidelines established for each applicable job assignment. Face coverings must be provided to all employees.

Before starting a shift, all OCFEC employees and all Business Partner employees, must have their temperatures taken and documented, and individual(s) will not be permitted to remain at work if the temperature reading exceeds 100.4 degrees (°) Fahrenheit. Affected individual(s) may only return to work after registering and documenting their temperature reading below 100.4° Fahrenheit for seventy-two (72) consecutive hours.

All OCFEC event attendees, before entering OCFEC premises, must have their temperatures taken and documented. Any OCFEC event attendee with a temperature reading above 100.4° Fahrenheit will not be permitted to attend the event and will be required to immediately leave the OCFEC premises. Paid admission/parking fee refunds will be subject to processing schedule.

All competitive professional and amateur sports participants, including youth sports participants, must be tested for COVID-19 at least one (1) week before the date of the scheduled competition, and will not be permitted to compete if the intended participant tests positive for COVID-19. If the intended participant tests positive for COVID-19, he/she will not be allowed to participate in any activities at the OCFEC until after (i) receiving a negative result on a subsequent COVID-19 test and (ii) satisfying the specified 14-day (or otherwise governmentally specified) COVID-19 quarantine period.

OCFEC Business Partners should make every effort to limit physical touch points at their respective places of business, including at the OCFEC. All OCFEC event promoters must significantly increase frequency of sanitation and disinfection measures at all workstations and equipment that come into contact with OCFEC employees and the general public. All OCFEC Business Partners must assess and identify the frequency of necessary sanitation and disinfection practices, and will review and agree upon a sanitation and disinfection schedule with the OCFEC.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

Face coverings and disposable gloves must be worn by all OCFEC Business Partner customer-facing employees. All OCFEC event attendees and visitors must wear appropriate face coverings. Physical barriers, if available, are preferred but not required as the general public will make the personal decision of whether to attend an event at the OCFEC and/or patronize an OCFEC Business Partner. For the benefit of the public, OCFEC employees and Business Partner employees, handwashing or hand sanitizing should be done as soon as possible following the handling of materials that come in contact with the general public.

5. **EVENT ATTENDANCE LIMITATIONS**

Attendance at all OCFEC events, including all move-in and move-out activities, must be limited at any given time, to no more than the current maximum attendance levels permitted by all applicable local and state orders or laws.

OCFEC Business Partners must establish and actively enforce measures to monitor and ensure attendance limitation compliance. If an OFCEC Business Partner fails to comply with event attendance limitations, the OCFEC in its sole and absolute discretion may cancel the event without notice and refer the matter to local law enforcement.

6. **OCFEC BUSINESS PARTNER COMPLIANCE**

OCFEC Business Partners shall make every effort to assure compliance with COVID-19 related mitigation requirements. If an OCFEC Business Partner fails to comply with these COVID-19 Guidelines, the OCFEC in its sole and absolute discretion may close non-compliant event spaces, exhibitor spaces or other such rental spaces, or may cancel the event without notice and refer the matter to local law enforcement.

7. **COVID-19 RELEASE AND WAIVER OF LIABILITY**

As consideration for being permitted to conduct event activities at the OCFEC, OCFEC Business Partners must acknowledge and agree to all COVID-19 Pandemic and related governmental orders, directives and guidelines, and forever release the 32nd District Agricultural Association, the State, California Fair Services Authority ("CFSA"), the County, the Lessor, and any fair affiliated organization, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner's employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner's participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.

8. **EVENT ORGANIZATION PROTOCOLS**

Each OCFEC Business Partner must submit event organization-specific COVID-19 related infection mitigation protocols and procedures for OCFEC review and approval no later thirty (30) days before the event's scheduled move-in date. The OCFEC reserves the right to reject any protocols and procedures that are in conflict with, or are less stringent than, the COVID-19 Guidelines. If the OCFEC rejects the OCFEC Business Partner's COVID-19 related infection mitigation protocols and procedures, the OCFEC Business Partner must resubmit revised infection mitigation protocols and procedures for review no less than fifteen (15) days before the event's scheduled move-in date. If OCFEC Business Partner fails to submit the COVID-19 related infection mitigation protocols and procedures on time, the OCFEC in its sole and absolute discretion may terminate the agreement and cancel the event without notice.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

9. **FURTHER ACTION AS NECESSARY**

The OCFEC reserves the right to modify these COVID-19 Guidelines as circumstances warrant. Specifically, the OCFEC recognizes that additional restrictions not reflected in these guidelines may be necessary to address the health and safety of certain populations depending upon their age or underlying health concerns, or otherwise to address medical issues as they arise.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

I HAVE CAREFULLY READ THIS AGREEMENT EXHIBIT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A CONTRACTUAL AGREEMENT BETWEEN MYSELF AND THE 32ND DISTRICT AGRICULTURAL ASSOCIATION, THE STATE, CFSA, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed on _____, 20____.

OCFEC BUSINESS PARTNER:

_____
Signature

_____
Address

_____
City State ZIP

-End Exhibit F-

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev. 03/2019)

R_____ A_____ F_____

AGREEMENT NUMBER
SA-097-21PA

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
DACK JANIEL'S TOURING, INC. F/S/O CHASE RICE

2. The term of this Agreement is: **09/02/2021** through **09/02/2021** **FED ID:**

3. The maximum amount of this Agreement is: **$77,500.00 ($65,000.00 FLAT plus Potential Paid Bonuses) (See Exhibit B for payment details)**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work **– To provide "Chase Rick" at the Pacific Amphitheatre on Thursday, Sept. 2, 2021** **See Page 2 for additional details.** **Contractor certifies compliance with applicable requirements in the talent agency section of the Labor Code (§271, §272, and §1700.5 - §1700.22).**	Pages 1 – 4
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 5
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 6 – 9
Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement)	Pages 10 – 13
Exhibit E – House Rider/Performance Agreement (Attached hereto as part of this agreement)	Pages 14 – 17
Exhibit F – Pacific Amphitheatre Decibel Level & Sound Covenant (Attached hereto as part of this agreement)	Pages 18 – 19
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 20 – 26
Exhibit I – Covid-19 Infection Mitigation Protocol & Procedure (Attached hereto as part of this agreement)	Pages 27 – 29

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
DACK JANIEL'S TOURING, INC. F/S/O CHASE RICE

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
c/o Gayle Holcomb, Agent or Authorized Signatory

CONTRACTOR BUSINESS ADDRESS
William Morris Endeavor Entertainment, LLC
9601 Wilshire Blvd, 3rd Floor, Beverly Hills, CA 90210
(310) 859-4461 geh@wmeagency.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Michele Richards, Chief Executive Officer or
Joan Hamill, Chief Business Development Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

Performance Offer

OC Fair & Event Center • 88 Fair Drive • Costa Mesa, CA 92626

This document constitutes a formal Offer to Perform based on the information specified below

	Performance	Offer
Headliner	**Chase Rice**	**$65,000**
Support 1		$0
Support 2		$0

Today's Date	5/17/21	Expiration Date	5/24/21	Revision Date	TBD
Performance Date	9/2/21	Performance Time	TBD	Doors Open	TBD
Support 2 Start	TBD	Support 1 Start	TBD	Headliner Start	TBD
Presale Date	TBD	Public Sale Date	TBD	Curfew	10PM

Agent	Gayle Holcomb	Agency	WME
Phone	310-859-4461	Email	gholcomb@wmeagency.com

The Pacific Amphitheatre Contact Information					
Buyer	Lisa Sexton	Email	lsexton@ocfair.com	Phone	714.708.1707
Marketing	Lisa Sexton	Email	lsexton@ocfair.com	Phone	714.708.1707
Production	Ray Woodbury	Email	ray@rkde.net	Phone	909.821.3157
Contracts	Jay Xudan	Email	jxudan@ocfair.com	Phone	323-459-4555
Buys	Jay Xudan	Email	jxudan@ocfair.com	Phone	323-459-4555
Counts	Jay Xudan	Email	jxudan@ocfair.com	Phone	323-459-4555

Ticket Scaling						
Section	Capacity	Comps	ADA Kills	Sellable	Base	Gross Potential
Pit / Circle	469	30	8	431	$41.00	$17,671.00
Orchestra 1	1,750	85	10	1,655	31.00	51,305.00
Orchestra 2	748	85	10	653	21.00	13,713.00
Orchestra 3	0	0	0	0		0.00
Terrace 1	2,798	100	12	2,686	11.00	29,546.00
Terrace 2	2,391	100	12	2,279	1.00	2,279.00
Terrace 3		0	0	0		0.00
Total Per Show	8,156	400	52	7,704		$114,514.00
Ticket Add-Ons						
Source	**Per Ticket**					
Fair Admission	$14.00					
Facility Fee	$5.00					

Projected Performance Expenses			
Headline Guarantee	Shows	Performance Total	Run Total
Headline Guarantee	1	$65,000	$65,000
Support 1 Guarantee	1	0	0
Support 2 Guarantee	1	0	0
House Nut	1	75,500	75,500
Advertising	1	15,000	15,000
Total Costs		$155,500	$155,500

EXHIBIT A – SCOPE OF WORK (CONT.)

Performance Offer Deal Points

I. Performance Financial terms – $65,000 flat for CHASE RISE plus (3) $2,500 bonuses at 5,800, 6,700, 7,200 and (1) $5,000 bonus at 7,700 tix paid. Bonuses only count toward paid tickets, discount ticket offers do not apply. **Performance to be live streamed. Customers will be allowed to purchase access to this live stream. The streaming company will take fifteen percent (15%) of the gross revenue. The remaining revenue will be split evenly between venue and Artist. The venue pays for streaming production out of its share. Venue will cover video production costs, labor and licensing fees. It is also requested that Artist consider streaming meet & greet upsell opportunities with the same financial structure.**

- A. Offer is "all in" and inclusive of all costs including, but not limited to backline, additional production expense, air and ground transportation and hotel accommodations. REQUEST MUTUALLY AGREED UPON SUPPORT.
- B. Offer is based on the ability arrive at a performance date and time which mutually agreed upon by both Artist and Venue.
- C. As an agency of the State of California, the Venue is not permitted to provide performance deposits in advance of the performance date.
- D. Artist is requested to participate in a pre-performance or post-performance meet & greet as arranged by the venue.
- E. Artist is requested to participate in at least one media interview.
- F. With current health and safety concerns and precautions, meet & greets between Artists and members of the public will not be hosted on Venue grounds.
- G. There is a strict 10:00 p.m. curfew imposed by the City of Costa Mesa and the State of California. Artist assumes all financial responsibility and/or other penalties that result from a failure to comply with this curfew.
- H. Any income from parking, food and beverage concessions, ticket service charges, suites or box seats, local share of merchandise, etc., will not be shared in settlement.
- I. Artists shall adhere to all laws, policies, rules and regulations applicable to the Event.
- J. This agreement may not be modified, altered or amended, except by a written instrument signed by both parties.
- K. There will be no cash available at settlement. Checks will be written to contracted entities only.

II. Exclusivity.

- A. The Pacific Amphitheatre will have market exclusivity for this performance. Should this offer be accepted, there will be no other performances or advertising of other performances by the Artist within a 100 mile radius [this includes Los Angeles, Inland Empire (including Pala, Pechanga and Southern California desert casinos), Northern San Diego County and Orange County] for 180 days before the performance date and extending through the day of the show.

III. Ticketing.

- A. Unless running concurrently with the venue presale and pulling from the same ticketing inventory, all fan club presales must end before the venue presales begins.
  1. If the Venue fulfills and distributes fan club tickets through venue will call there will be a $3.00 per ticket charge.
  2. If Venue fulfills and distributes tickets by mail to individual fan club members, there will be a $10.00 per order charge.
  3. Payment for any fan club presale fulfilled through the Box Office will be received Net 20 from the date the fan club presale ends.
- B. Headline Artist is allotted 30 Orchestra tickets for this performance.If support is added, comps are TBD.
  1. Complimentary tickets can be orchestrated through the Box Office on the day of the performance.
  2. Artist or Artist representatives must request tickets to be held for potential purchase before the performance goes on presale or public sale. If no request is made, tickets will not be held. Tickets held for this purpose are considered sold. If these tickets have not been purchased within 10 business days before the event, they will be released without notification for public sale.
- C. This offer assumes that the complimentary ticket allotments listed are approximate as related to press and promotion and upper limits as related to sponsors, venue, Artist and the OC Fair & Events Center. Tickets allocated as complimentary that are unused will be put back into the system and made available for public purchase with no change to the financial agreement.
- D. Purchaser reserves the right to review and revise the ticket scaling in conjunction with the Artist prior to public on-sale. As part of this offer, Purchaser is granted all rights and control over the ticket inventory and ticketing processes (including, without limitation, presales and other sales mechanisms).
- E. There will be no alteration of scaling such as "Premium" or "Platinum" without the mutual agreement of both the Venue and the Artist. In a case where price alteration does occur, additional ticket revenue will be divided evenly (50%/50%) between the Venue and the Artist.
- F. The number of kills associated with accessible seating is a best estimate. In the event that fewer kills are needed for this purpose, they will be released for sale with no change in financial agreement.
- G. Venue may, at its discretion, offer group discounts of up to 20%.
- H. Venue may, at its discretion, offer two-for-one tickets to this to its season ticket holders.
- I. Venue may, at its discretion, offer discounts of up to 50% to the public through its ticket service provider.
- J. Venue may, at its discretion, offer discounts of up to 50% to the public through internet distribution serves such as, but not limited to, Groupon, Goldstar, Living Social, etc.

IV. Production.

- A. This offer is predicated on the fact that visiting production will be using in-house production at the Pacific Amphitheatre as described on the production page of the web site: www.pacamp.com/production
  1. Password: production
- B. Ticket scaling has been determined by Purchaser financial analysis. Any additional gear or service required will be at the sole expense of the Artist. This includes, but is not limited to: specific consoles other than that provided for lighting and audio, backline, transportation, additional riser(s), musicians, video, or additional talent, hotel accommodations, video, etc.
- C. Any labor required to make (strike and restore) changes to existing truss system is at the sole expense of the Artist.
- D. Artist is welcome to bring additional production equipment, such as monitor systems, FOH console(s), lighting console(s), video walls, and additional lighting fixtures to be added to the pre-existing truss system. The cost of setting up additional equipment will be the sole responsibility of the Artist. Installed lighting system stays in place and will be gridded if artist production is carrying a lighting system to be flown. Artist's system will rig around installed system.
- E. If seats are killed as a result of any gear that is brought in specifically for a Pacific Amphitheatre performance, the artist will be charged back the face value of the killed seats plus any refund amount required to relocate guests who have purchased seats that must be killed.

EXHIBIT A – SCOPE OF WORK (CONT.)

F. Front of stage barricades cannot be added after the performance goes on sale to the public.
G. The house nut includes two trucks of production. Any number beyond that can be charged $2,000.00 per truck.
H. There is a $5,000.00 origination fee, plus any IATSE Local 504 labor, and additional production team costs to video record the performance.
I. One (1) runner will be provided for an event/show. Runner is shared with all artists. Runner will start at load in time. Runner will be relieved no later than 1 hour after show comes down. Runner will be driving a 15 passenger van. Runner works on show day only.Runner has a 15 mile radius to work within. PAC AMP Production reserves the right to provide UBER or LYFT services for evening bus driver or personnel pickup.
J. Load in no earlier than 9am (9am breakfast / 9:30am Load in) for any event in order to allow for labor turnaround laws.

V. Safety & Security.

A. The safety and security of everyone in attendance at any performance at the Pacific Amphitheatre is of premiere consideration.
1. Non-performers and/or non-stage crew members may not congregate and/or view the performance from the stage, the stage wings, or any other production area.
2. Every person entering the backstage area must expect to be screened (metal detectors included) before entering.
3. Every person entering the backstage area must expect to be identified as someone who belongs there. And, every person granted access must wear visible identification and/or credentials demonstrating access has been verified.
a. Those not wearing identification will be stopped by backstage security until access can be verified.
4. If required, every person entering any part of the venue must adhere to health and safety protocols.
5. Every person entering the backstage production work areas (this includes all areas backstage other than the Artist dressing rooms and Artist dressing room compounds) must wear closed toe shoes and any other protective gear necessary for their function.
6. Every local and visiting crew member must adhere to all safety procedures and use appropriate protective gear at all times
7. **Everyone associated with the performance entering the backstage area must be masked. Performers will not be asked to wear masks on stage.**

VI. Force Majure.

A. 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, destruction of the [VENUE] or the destruction of District's facilities such that the OC Fair is cancelled 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 any performance and neither party shall have any further liabilities and/or obligations in connection therewith. In the event of a multiple show engagement, if such an occurrence shall occur necessitating the cancellation of any show(s), then the Contractor shall be paid on a prorated basis for shows(s) performed.
B. The Purchaser retains the absolute right to reject this offer or revise the terms of this offer with no financial obligation to the Artist if the Purchaser determines, in its sole and absolute discretion, that the event contemplated by this offer cannot proceed due to local, California or Federal government order, plague, epidemic, pandemic, outbreaks of infectious disease, or any other public health crisis, including, but not limited to, social or physical distancing orders, capacity reductions, or other guest or employee restrictions.
C. Additionally, if Purchaser determines, in its sole and absolute discretion, that if there exists negative public perception and that such negative public perception has a negative impact on ticket sales for the Event, then the Purchaser in its sole and absolute discretion may, at least (30) days before the Event, cancel the Event without any liability, payment or other form of consideration to the Artist. Alternatively, by mutual agreement, the Event may be rescheduled for a date that is mutually acceptable both Purchaser and Artist.

VII. Merchandise.

A. Venue sells merchandise at a 70/30 split on non-copyright material, and 90/10 on copyright material.
1. If Artist wishes Venue to promote advance merchandise sales, the split will remain the same for these sales.
B. Venue may, at its discretion, sell Venue-branded merchandise side by side with Artist merchandise. All revenue from such sales will remain with the Venue.

VIII. Catering

A. Catering is capped at $4,000per event, inclusive of all artists, which may include breakfast, lunch, dinner and dressing room rider.Any catering beyond these parameters, including but not limited to 'after show food' and 'bus stock' will be at the sole expense of the Artist.
B. In order to maintain social / physical distancing, catering will be in the form of boxed and/or covered plate meals rather than buffet style.
C. Alcohol is not provided, but may be purchased in advance through the venues Master Concessionaire. Contact information is available through the Production Manager.
D. Alcohol will not be permitted in any area identified as a working production area. This is essentially the stage and the entire backstage area other than Artist dressing rooms, the catering area, and the specified area in front of the Artist dressing rooms.
1. These working areas are restricted to essential personnel only.
2. For the safety and security of the Artist, Artist staff and crew, local staff and crew, the viewing guests and everyone associated with the performance, this area will be monitored by in-house security to ensure proper access.
3. California State law will be strictly enforced.
4. No alcohol, tobacco, clothing or expendables such as batteries, grooming products, candles, flowers, etc. are provided under the catering or dressing room budget.
5. There are no catering buyouts.

IX. A. You hereby represent and warrant that you have the full power to enter into this agreement on behalf of the Artist, that the delivery and performance of this Agreement by Artist has been duly authorized, and that the exploration of the rights of The Pacific Amphitheatre / OC Fair & Events Center as permitted herein shall not violate or infringe upon the rights of any other person.

05/19/21 _____

Talent Buyer Date Artist Agent Date

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5790-34 $77,500.00

PAYMENT PROVISIONS:

To pay Contractor a total not to exceed amount of SEVENTY SEVEN THOUSAND FIVE HUNDRED DOLLARS ($72,500.00) ($65,000.00 FLAT; $67,500.00 at 5,800 tickets sold; $70,000.00 at 6,700 tickets sold; $72,500.00 at 7,200; $77,500 at 7,700 tickets sold) upon satisfactory completion of services herein required on Thursday, September 2, 2021.

Payment will be made by 32nd District Agricultural Association, State of California-issued check. As an agency of the State of California, the venue is not permitted to provide performance deposits in advance of the performance date.

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Thursday, September 2, 2021, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL:**
   This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
   No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
   Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
   Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
   The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR*:***
   Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:
During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:
Time is of the essence in this Agreement.

13. COMPENSATION:
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:
The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:

For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:

If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE BASED OFF THE SCOPE OF WORK)

CCC-04/2017 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS:
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST:
Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Current State Employees (Pub. Contract Code §10410):
1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):
1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE:
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

6. **RESOLUTION:**
A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. **AIR OR WATER POLLUTION VIOLATION:**
Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. **PAYEE DATA RECORD FORM STD. 204:**
This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES
Each party shall make best efforts to adhere to all starting and ending times as indicated on the contract face.

CURFEW
There is a strict 10:00 pm curfew in effect unless an extension of curfew is approved in writing by the Chief Executive Officer of the District prior to the performance. If this curfew is not adhered to, Contractor may be liable and subject to litigation and fines by the State of California for breach of contract.

PAYMENT
Contractor shall be paid by District check in the amount specified in this agreement immediately upon completion of performance. District shall have no obligation to pay Contractor under this Agreement unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement. At least ten (10) days prior to performance date, Contractor shall submit to District an accurately completed and signed State of California Std. 204 ("Payee Data Record"). Contractor may be subject to applicable California State *non-resident entertainer* withholding taxes by the State of California Franchise Tax Board (FTB). Contractor acknowledges and agrees District is **required** to withhold seven percent (7%) of payments to *nonresident* bands, orchestras, plays, dance teams, circuses, and other performing entities if all payments by the District to Contractor exceed $1,500 for the calendar year. A waiver or reduced amount of withholding can be *initiated by the non-resident entertainer*, using Franchise Tax Board forms. For access to the applicable forms, and for further information, refer to the State of California Franchise Tax Board website, www.ftb.ca.gov and search "Nonresident Entertainment Withholding Procedures." Additional references for information can be found at www.ftb.ca.gov, www.ftb.ca.gov/forms/2008/08_1017.pdf and www.ftb.ca.gov/forms/2012/12_1017.pdf.

Contractor acknowledges and understands that in the event Contractor fails to furnish a completed and signed Payee Data Record to the District prior to the Artist's performance date, the District is required to deduct the *nonresident* seven percent (7%) withholding from Contractor payment. The District is unable to reissue payment checks the day of performance. If Contractor subsequently provides the Payee Data Record to the District showing Contractor is a California resident, the District shall issue a check in the amount of the difference owed and paid Net 10.

PUBLIC ACCESS TO FACILITY
The facility will be open to the public approximately 60 minutes prior to the start of the show. There shall be no exceptions to these stated times. These requirements are necessary to meet safety and crowd control procedures set by the State of California Fire Marshal and the Orange County Sheriff's Department.

DECIBEL LEVEL
Contractor shall comply with all decibel and sound level requirements as detailed in Exhibit F – Pacific Amphitheatre Decibel Level and Sound Covenant.

MEDIA – WEB SITE
The District requests that the Contractor place specific information about the OC Fair on the Artist website only if agreed to by the Artist. Information may include the contracted entertainer's name, date, time of performances at the OC Fair, and a web-link to OC Fair website (www.ocfair.com).

MEDIA – INTERVIEW
The District also requests that the contracted Artist consent to at least one fifteen (15) minute promotional interview with a local radio station, to be selected by the District only if agreed to by the Artist, in advance of their performance at the OC Fair. Please contact the District's Communications Department at (714) 708-1543 to coordinate the interview. The foregoing is subject to Artist's prior approval and availability subject to Artist's management prior approval.

MEDIA – VIDEO
Local affiliates of national television networks, upon issuance of proper District press credentials and prior written approval of Artist's representative, may be allowed to videotape up to three (3) minutes of performance for non-commercial news purposes only and subject to advance with Artist's management. The District actively discourages all non-legitimate videotaping activity.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

MEDIA – STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials subject to Artist's management prior written approval, may be allowed to photograph a portion of the performance at Artist's discretion for local, non-commercial review purposes only, subject to Contractor's approval. The District actively discourages all non-legitimate use of still photography.

SOUND AND LIGHTS

Contractor agrees to use District-provided sound and lighting equipment, except as otherwise provided on the Contract face. District will provide industry standard sound and lighting equipment.

Ray Woodbury of RK Diversified Entertainment Inc. is the Production and Lighting contact:
(909) 821-3157
ray@rkde.net

Gary Hardesty of Sound Media Fusion is the contact regarding specifics for audio systems and dB level limitations:
(818) 482-0193 audiomicro@aol.com

RENTAL EQUIPMENT

The District will upon request, arrange for an independent company to rent any equipment to Contractor that may be required by Contractor in connection with Contractor's performance under this Contract; provided, however, the District will not be responsible for payment of rental equipment, unless otherwise specifically stated in the Contract or as mutually agreed upon in advance.

HOSPITALITY

The District will provide meal service chosen from a District determined menu. District will use Artist's contract rider as a guide, but will be the final determiner of the meal that is served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e. tour bus food service) may be requested by the Artist at the Artist's expense from the on-site caterer. Catering itself will be capped at $3,500.00 versus the cost of Artist's touring personnel staff for meals and dressing room riders, whichever is lower. After show food and bus stock is not provided. The District will not provide alcohol, tobacco, vape and cannabis products, nor will runners be available to secure these items. The OC Fair is a smoke-free event and the use of tobacco, vape and cannabis therein is strictly forbidden. (See attached Exhibit G – OCFEC Procedures)

Unless contracted, costs associated with the tour itself, including, but not limited to such items as hotel accommodations, travel fares, ground transportation, freight costs and backline are the financial responsibility of the Contractor.

Unless contracted, personal Contractor needs, including, but not limited to such items as massage, health care professionals and hairstylists are the financial responsibility of the Contractor. Runners are available on the performance day only and within a 15 mile radius.

MERCHANDISING

All merchandise sales are subject to a commission payable to the District. In the event any merchandise will be sold, please contact the District's Production Office. The Artist/Contractor shall provide the District with advance notification of Artist/Contractor's intent to sell merchandise. Unless otherwise indicated on the Contract face page, merchandising sales are subject to 70%/30% split less tax with the venue selling the merchandise. CD sales will be subject to a 10% commission payable to the District. All merchandise sales are subject to these commission rates or as stated in the face of the Contract. Contractor will be responsible for paying sales tax and, in all instances, the foregoing split shall be paid after deduction of tax.

The District will provide adequate point(s) of sale to be advanced and mutually agreed. If the District is to provide individuals to handle sales transactions, notification to the District MUST be in advance or the District may be unable to provide individuals to handle the sales transactions. In addition to any commission due and owing to the District under the provisions of the Paragraph, Contractor is responsible for all salaries, fees, costs, and expenses incurred by the District in providing personnel responsible for the merchandising sales transaction.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

SPONSORSHIPS

District sponsorships shall not be excluded by Artist/Contractor's sponsorship commitments. District sponsor signage shall be used throughout the venue. District agrees the signage for District's sponsors will not imply or suggest Artist/Contractor endorses the sponsor, its products, or services. Each party shall not receive any revenues from the other party sponsorship agreements. Artists/Contractor's sponsorship signage may be used only upon the prior written consent of the District, not to be unreasonably withheld. Each party shall notify the other party of any potential conflicts related to sponsorships to the extent it is made aware.

The Amphitheatre is eligible for two sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Amphitheatre. The District retains the right to have title and presenting sponsor banners located throughout the Amphitheatre, including the stage area. Such sponsorships shall not interfere with Artist's performance area.

INSURANCE

If Artist's performance involves the active participation of the audience in the act or any hazardous activity is part of the entertainment act, including, but not limited to, pyrotechnics, Contractor shall notify the District and meet all requirements for General Liability coverage as required by the California Fairs Services Authority prior to the performance. No indemnification, hold harmless or additional insured certificate will be provided to Contractor by the District.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers Compensation Insurance for Contractor and Contractor's employees in the amounts and to the extent required by law.

To the extent required by law, Contractor will comply with Section 3700 of the California Labor Code, which requires every employer be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code immediately upon hiring any employee and before commencing the performance of this Agreement.

INDEMNIFICATION

Purchaser and Producer agree to indemnify, defend and hold harmless each other and their officers, employees and agents from and against any liability, loss, expense (including reasonable attorneys' fees) or claim for injury or damages arising out of the performance of this Agreement, but only to the extent resulting from the negligence or willful misconduct of the indemnifying party, its employee or representatives.

MISCELLANEOUS

The performance may be emceed (i.e. "welcomed by") a local market radio station personality, which shall be selected by the District subject to Artist's management approval; however, Artist shall have the right to pre-approve any references to be made with respect to Artist. In no way shall this be considered a "co-promotion" or "presented by" situation. The Contractor will be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall provide materials, including biographical information and photographs, at Artist's management discretion to the District for use in District's promotional and advertising material.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

CONFLICT OF LAWS OR TERMS

NOTWITHSTANDING ANYTHING IN THE ATTACHED ARTIST AGREEMENT, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA BOTH SUBSTANTIVE AND PROCEDURAL AND IN THE CASE OF CONFLICT BETWEEN THE DISTRICT/STATE AGREEMENT AND ARTISTS AGREEMENT, THE DISTRICT/STATE AGREEMENT SHALL PREVAIL IF THE PARTIES CAN NOT MUTUALLY AGREE UPON A RESOLUTION OF THE CONFLICT AND ONLY TO THE EXTENT NECESSARY TO ELIMINATE SUCH CONFLICT.

MOST FAVORED NATIONS

The terms of this Agreement shall be on a most favored nations basis with all other artists performing at the OC Fair in the year of Artist's Performance(s).

FORCE MAJEURE CLAUSE

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, destruction of the Pacific Amphitheatre or the destruction of District's facilities such that the OC Fair is cancelled 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 any performance and neither party shall have any further liabilities and/or obligations in connection therewith. In the event of a multiple show engagement, if such an occurrence shall occur necessitating the cancellation of any show(s), then the Contractor shall be paid on a prorated basis for shows(s) performed.

CONTRACTOR'S POWER AND AUTHORITY

Contractor has the authority to enter into this Agreement and to furnish the services of Artist in connection with the terms and conditions contained herein. If the Artist is not signing and contracting in own name to perform the entertainment services, then the business entity that is signing and contracting to provide the services of the Artist shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation *"f/s/o"* (for the services of) and immediately followed by the name of the performing Artist(s) on the preprinted blank line on the first page.

-End Exhibit E-

EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT

The following limitations on sound generated by events in the Pacific Amphitheater as detailed in Paragraph A below have been established pursuant to litigation in the case of Orange County Fair Preservation Society v. 32nd District Agricultural Association, Orange County Superior Court No. 30-2012-00538751 and cannot be exceeded under any circumstances. Further, in support of the standards in Paragraph A below, the District maintains decibel maximums for sound generated by events as witnessed by listening tests and measurements at various locations within the District property and surrounding housing areas. These restrictions are detailed in Paragraph B below. By entering into the Agreement to provide entertainment at the Pacific Amphitheater, the Contractor specifically agrees to abide by these limits and the directives of the designated Sound Monitor or other designee.

A. Sound Level Standards

Sound Level Standards	
Location of Measurement:	Sound Level:
Residential neighborhoods (housing areas) adjacent to the OC Fair & Event Center	55 dB(A)

The sound levels emanating from the Pacific Amphitheaters shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

B. District-Required Sound Level Requirements

Sound Level Standards	
Location of Measurement:	Sound Pressure Level:
The surrounding housing areas	55 dBA
Pacific Amphitheatre Front of House	100 dB, no weighting

The sound levels emanating from the Pacific Amphitheater shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour, as measured in the housing areas; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour, as measured in the housing areas ; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour, as measured in the housing areas ; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT (CONT.)

Note that the Front of House sound system, stage monitors and band instruments, are all contributors to the environmental noise and fall under this agreement, separately and/or in combination.

Contractor shall be bound by this Decibel Level and Sound Covenant and shall at all times during any pre-concert sound checks and the concert itself, operate within the sound level restrictions. Listening tests and random readings will be taken by the District throughout sound check and performance and Contractor will be advised by the District immediately in the event of any violation(s), whether the violation is based on a housing area listening test (based on the sole professional judgment of the District), a measurement, a complaint, or a combination thereof. Contractor agrees that upon discovery or notification by either the designated Sound Monitor or other designee of any occurrence of sound level exceedance, Contractor shall upon notice by the District immediately adjust the sound level to come into compliance with sound level specifications. The determination of sound level exceedance is at the sole discretion of the District's designated Sound Monitor or other designee.

The Contractor is advised that in the event of any repeated violation(s) of these standards after notice to Contractor, the Contractor may be subject to fines and/or penalties by public agencies other than the District, including federal, state, and/or local governmental or regulatory agencies.

In the event of repeated violations after notice to Contractor, the District may require the Contractor to immediately cease performance.

-End Exhibit F-

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES

PROCEDURE FOR: Visiting Production Management staff and their employees wearing identification in the Pacific Amphitheatre and back stage.

PPE (Personal Protective Equipment): Closed-toe shoes and steel toe work shoes/boots where appropriate and other PPE as required by task and OSHA guidelines.

Purpose: To ensure all visiting production management staff and their employees are properly wearing identification.

Procedure: 0006

1. In advance of any OCFEC show or concert, the visiting production company management must provide the OCFEC house production management with a complete list of all production company employees.

2. The OCFEC house production management team will provide the list of all production company employees to the OCFEC Pacific Amphitheatre back stage security manager, along with the corresponding number of single day passes/silks for that day.

3. The OCFEC security employees will verify the identification of all production company employees entering the OCFEC facility, check each production company employee of the pre-printed list of authorized personnel once that employee enters the facility, and provide that employee with a silk. OCFEC security employees will verify the identity and access authorization of each production company employee at the security checkpoint at the top of the Pacific Amphitheatre load in ramp. (see OCFEC Pacific Amphitheater Loading Ramp Access Procedure)

4. All visiting production team members must wear OCFEC approved and supplied identification on the upper left chest area, and the identification must be highly visible at all times. (typically single day pass/silk)

5. If an individual at the OCFEC security checkpoint are not on the approved list, OCFEC security will contact the visiting production manager. The visiting production manager must visually verify identification and entry authorization for the visiting production manager's employee before the OCFEC will grant that employee access, add that employee's name to the access list, or provide that employee with a single day pass/silk.

6. Visiting production team members that do not wear identification as required in this policy will be asked to leave, or may be escorted from, the Pacific Amphitheatre.

7. If any visiting production company's employee violates OCFEC procedures, including this OCFEC Production Staff Identification Procedure, OCFEC management will ask the visiting production company's representative to permanently replace that employee.

8. Continued lack of support for, or adherence to, OCFEC procedures, including this OCFEC Production Staff Identification Procedure, may result in the cancellation of the contract between the OCFEC and the visiting production company.

9. This procedure will be added to all contracts as an attached addendum.

PROCEDURE FOR: Pacific Amphitheatre Stage use by artists/band members.

PPE (Personal Protective Equipment): None.

Purpose: To ensure the safe use of the Pacific Amphitheatre Main Stage.

Procedure: 0007

1. The use of the main stage is restricted to artists and band members.

2. Public/guests will not be allowed on stage or on stage wings, singular or as a group.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

3. If an artist has a want/need to bring an individual on stage during a performance, the artist must make a written request to the OCFEC at least four hours before the artist's scheduled performance, identifying the individuals and explaining why those individuals require stage access.

4. OCFEC management, Security Manager or Entertainment Director will review the Stage Access Request and the OCFEC management, Security Manager or Entertainment Director will determine, in his or her discretion, whether to grant the requested access after considering all OCFEC safety protocols. While the OCFEC recognizes that stage invitations may be spontaneous, the OCFEC must be provided with prior written notice to ensure the safety of its employees and patrons.

5. This procedure will be added to all contracts as an attached addendum.

PROCEDURE FOR: Pacific Amphitheatre Back Stage Hospitality/Green Room Alcohol Consumption.

PPE (Personal Protective Equipment): None.

Purpose: To ensure alcohol service and consumption is consistent with the OCFEC's Master Concessionaire's liquor license rules and regulations.

Procedure: 0008

1. All alcohol service at the OCFEC must be through the OCFEC's Master Concessionaire at a cash or host bar, and staffed by trained OCFEC or Master Concessionaire employees.

2. Each individual that wants to purchase or consume alcohol in the Pacific Amphitheatre back stage area, including the hospitality room, must be wearing an OCFEC wristband. To obtain an OCFEC wristband, the individual must provide legal identification and verify that he or she is the legal drinking age (21 years or over). The individual must wear the OCFEC wristband on his or her right wrist. Artists and band members performing at the OCFEC that are over the legal drinking age (21 years or over) are not required to comply with the wrist band requirement under this policy.

3. Alcohol consumption in the Pacific Amphitheatre's back stage area will be restricted to the Green Room back of house area, as identified in the attached facility map.

4. OCFEC Security personnel will be appropriately posted to enforce the area procedure. "No Alcohol Beyond this Point" signs will be posted.

5. Artists and band members will be allowed to consume their own alcohol within the confines of their dressing room and the performance area.

6. This procedure will be added to all contracts as an attached addendum.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

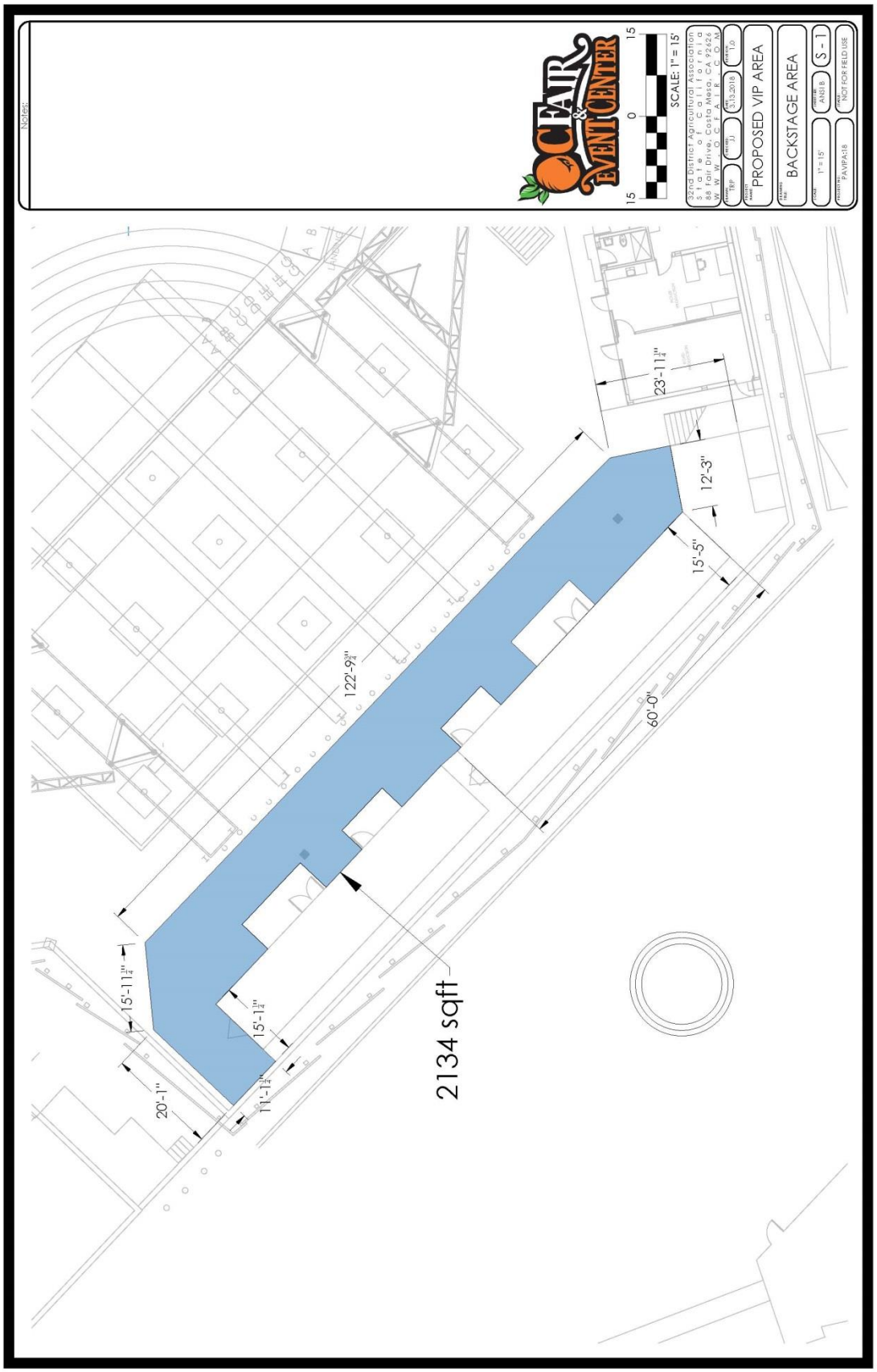


EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

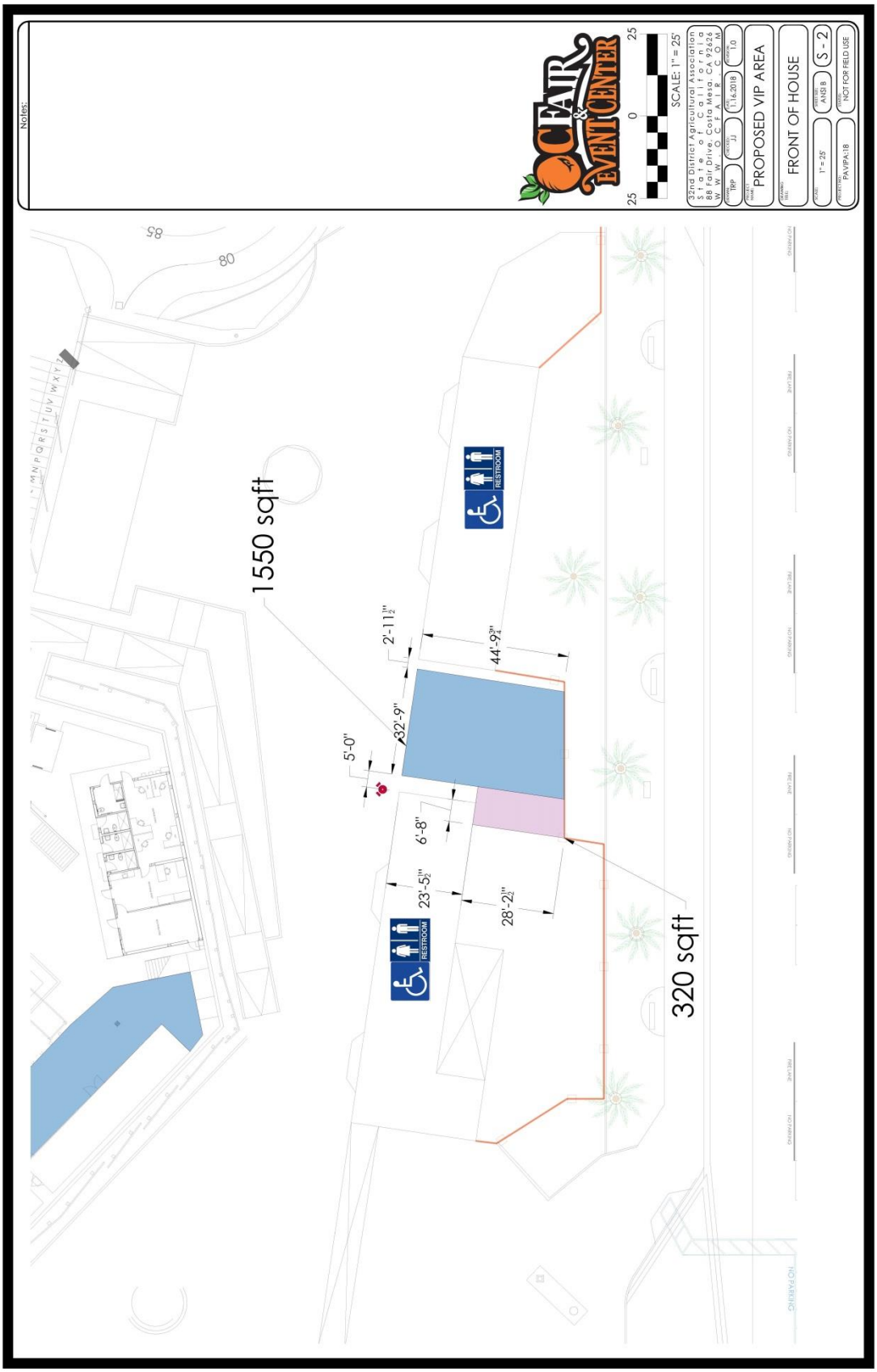


EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

PROCEDURE FOR: The use of Pacific Amphitheatre VIP area and Meet & Greets.

PPE (Personal Protective Equipment): None.

Purpose: To ensure alcohol service and consumption remains in accordance with Master Concessionaire's liquor license rules and regulation.

Procedure: 0009

1. Access to this area is restricted to VIPs, a list will be provided by the visiting Production Manager to OCFEC Pacific Amphitheater Security Manager and Director of Entertainment. (per attached layout)

2. OCFEC security will be posted at the entrance to the VIP area to verify customers' identification and check them off the list.

3. If customers checking in with security are not on the approved list OCFEC security will contact the visiting Production Manager who must physically come to the VIP area for the approval of a person being added to the list.

4. All alcohol service at the OCFEC must be through the OCFEC's Master Concessionaire at a cash or host bar, and staffed by trained OCFEC or Master Concessionaire employees.

5. Each individual that wants to purchase or consume alcohol in the Pacific Amphitheatre back stage area, including the hospitality room, must be wearing an OCFEC wristband. To obtain an OCFEC wristband, the individual must provide legal identification and verify that he or she is the legal drinking age (21 years or over). The individual must wear the OCFEC wristband on his or her right wrist. Artists and band members performing at the OCFEC that are over the legal drinking age (21 years or over) are not required to comply with the wrist band requirement under this policy.

    - Below are examples of Meet & Greets and VIP:

    a) Small (10 – 30 people) - meet & greet with performer(s), performer guests and Fair guests. Usually involves a photo op and sometimes a corresponding signing. Venue guests will queue at a pre-designated spot and meet with the performer one-by-one. Performer guests are generally taken first and often from a different line. Alcohol is not served but guests may purchase alcohol in the concourse. Small meet & greets can be in Orchestra pit/ramp area or other non-backstage area as appropriate or in VIP area.

    b) Medium (31 -49 people) - meet & greet with performer(s), performer guests and Fair guests. Some performers are more open to the M&G option and therefor more people could be in attendance. Same basic format as above. Alcohol is not served but guests may purchase alcohol in the concourse. Medium meet & greets can be in Orchestra pit/ramp area or other non-backstage area as appropriate or in VIP area.

    c) Large (50 – 100 people) "VIP" Upsell meet & greet – fans can purchase the experience either through the performer site, or they can be built into the ticket price. Generally involved a line-up like above but with a lot more people. Experience may also include merchandise and/or a sound check option. Alcohol is not served but guests can purchase alcohol in the concourse. Large meet & greets can be in Orchestra pit/ramp area or other non-backstage area as appropriate or in VIP area.

    d) Large (75 – 150 people) "VIP" meet & greet. This could be an upsell or just friends of the band. This is a gathering more than a funnel of people coming and going. There is typically alcohol involved and the duration is longer than a meet and greet. Depending on the nature of gathering, it could include merchandise or other benefits. These meet & greets will be in VIP area.

6. Meet and greets will be coordinated by the assigned OCFEC Event Coordinator, said coordinator will work with OCFEC Pac Amp security manager and staff. All guests will be on the lists provided.

7. All guests will be given a specific color meet and greet wristband, sticker or other distinguishable identification.

8. The event coordinator will ensure the guests are escorted in and out.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

9. This procedure will be added to all contracts as an attached addendum.

PROCEDURE FOR: Access to the Pacific Amphitheatre through Loading Ramp Security Checkpoint.

PPE (Personal Protective Equipment): None

Purpose: To ensure that all persons and vehicles accessing the Pacific Amphitheatre via the Loading Ramp located on the *West* or *3rd Base* side of the Pacific Amphitheatre are in possession of the appropriate credential, pass or identification card required for entry.

Procedure: 0011

1. Before and during the review of all required access credentials, passes or identification cards, OCFEC security staff shall assure that the Loading Ramp gate remains closed until all steps below are completed.

2. Upon arrival at the OCFEC Pacific Amphitheatre Loading Ramp Security Checkpoint, all guests, whether on foot or in a vehicle, must present to OCFEC security the appropriate credential, pass or identification card for inspection. If no credential, pass or identification card is presented, access will be denied.

3. OCFEC security staff shall contact and coordinate with the Pacific Amphitheatre Production Manager to assist any individual without an appropriate credential, pass or identification card that claims a need to access the Pacific Amphitheatre loading dock area for an authorized purpose. The Pacific Amphitheatre Production Manager must visually confirm the identity of the individual requesting access before granting that access.

4. If an individual presents an acceptable credential, pass or identification card for inspection, or if the Pacific Amphitheatre Production Manager or visiting Production Manager has approved access, the individual, along with his or her belongings, must pass a security inspection to prevent any dangerous, hazardous or other prohibited items from entering the venue. Security inspections include, but are not limited to: Bag or other personal item inspection, walk-thru metal detection devices, and additional hand-held metal detecting devices.

5. After the Pacific Amphitheatre Production Manager or visiting Production Manager has inspected the individual's credential, pass or identification card and approved entry, and after the individual has successfully passed through the Loading Ramp Security inspection checkpoint, that individual will be required to sign and date the Guest Log. **Additional information such as "who authorized entry" shall be confirmed and recorded if guest was not found to be on the pre-authorized guest list.*

6. After the individual has entered the venue on foot or in a vehicle via the Loading Ramp, OCFEC security staff will assure that the Loading Ramp gate is then re-secured to prevent unauthorized access.

7. This procedure will be added to all contracts as an attached addendum.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

ACKNOWLEDGEMENT FORM

NAME OF PROCEDURE(S):

0006 Visiting Production Management staff and their employees wearing identification in the Pacific Amphitheatre and back stage.

0007 Pacific Amphitheatre Stage use by artists/band members.

0008 Pacific Amphitheatre Back Stage Hospitality/Green Room Alcohol Consumption.

0009 The use of Pacific Amphitheatre VIP area and Meet & Greets.

0011 Access to the Pacific Amphitheatre through Loading Ramp Security Checkpoint.

Date trained:_____ Initial:_____

I _____ have read, understand and will follow the above procedure(s).

Signature:_____

-End Exhibit G-

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

V06042020

1. **SCOPE**
As a result of the worldwide COVID-19 pandemic, the 32nd District Agricultural Association (OCFEC) implemented numerous essential protocols and procedures to protect OCFEC staff, renters, event promoter/producer employees, exhibitors, vendors, contractors, subcontractors, volunteers and members of the public. These protocols and procedures do not supersede or replace any existing orders issued by local governments, the State of California or the Federal Government. The protocol and procedure guidelines (COVID-19 Guidelines) apply equally to all organizations and persons doing business on OCFEC property, both public and private, and all event types, commercial, trade or other, hosted at the OCFEC.

2. **SICK, ELDERLY AND VULNERABLE PERSONS**
Anyone who feels sick should remain at home. In addition, high-risk persons who are over 65 years of age, or anyone with chronic illness or underlying medical conditions, should continue to follow recommendations to stay at home and limit public interaction.

3. **PHYSICAL DISTANCING IN THE WORKPLACE**
Physical distancing of a minimum of six (6) feet should be maintained between customer-facing employees and the general public, and – to the extent practical – between employees in the field or at employee workstations. Where isolation of employees in the field or at employee workstations is impractical, face coverings must be worn without exception.

4. **HANDWASHING, PERSONAL PROTECTIVE EQUIPMENT, AND TESTING**
Renters, event promoters, event producers, exhibitors, vendors, and their respective contractors, subcontractors and volunteers (collectively, "Business Partners") conducting business at the OCFEC must require all customer-facing employees to either wash their hands or use hand sanitizer every thirty minutes, or wear disposable gloves which are to be changed as frequently as specified by guidelines established for each applicable job assignment. Face coverings must be provided to all employees.

Before starting a shift, all OCFEC employees and all Business Partner employees, must have their temperatures taken and documented, and individual(s) will not be permitted to remain at work if the temperature reading exceeds 100.4 degrees (°) Fahrenheit. Affected individual(s) may only return to work after registering and documenting their temperature reading below 100.4° Fahrenheit for seventy-two (72) consecutive hours.

All OCFEC event attendees, before entering OCFEC premises, must have their temperatures taken and documented. Any OCFEC event attendee with a temperature reading above 100.4° Fahrenheit will not be permitted to attend the event and will be required to immediately leave the OCFEC premises. Paid admission/parking fee refunds will be subject to processing schedule.

All competitive professional and amateur sports participants, including youth sports participants, must be tested for COVID-19 at least one (1) week before the date of the scheduled competition, and will not be permitted to compete if the intended participant tests positive for COVID-19. If the intended participant tests positive for COVID-19, he/she will not be allowed to participate in any activities at the OCFEC until after (i) receiving a negative result on a subsequent COVID-19 test and (ii) satisfying the specified 14-day (or otherwise governmentally specified) COVID-19 quarantine period.

OCFEC Business Partners should make every effort to limit physical touch points at their respective places of business, including at the OCFEC. All OCFEC event promoters must significantly increase frequency of sanitation and disinfection measures at all workstations and equipment that come into contact with OCFEC employees and the general public. All OCFEC Business Partners must assess and identify the frequency of necessary sanitation and disinfection practices, and will review and agree upon a sanitation and disinfection schedule with the OCFEC.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

Face coverings and disposable gloves must be worn by all OCFEC Business Partner customer-facing employees. All OCFEC event attendees and visitors must wear appropriate face coverings. Physical barriers, if available, are preferred but not required as the general public will make the personal decision of whether to attend an event at the OCFEC and/or patronize an OCFEC Business Partner. For the benefit of the public, OCFEC employees and Business Partner employees, handwashing or hand sanitizing should be done as soon as possible following the handling of materials that come in contact with the general public.

5. **EVENT ATTENDANCE LIMITATIONS**

Attendance at all OCFEC events, including all move-in and move-out activities, must be limited at any given time, to no more than the current maximum attendance levels permitted by all applicable local and state orders or laws.

OCFEC Business Partners must establish and actively enforce measures to monitor and ensure attendance limitation compliance. If an OFCEC Business Partner fails to comply with event attendance limitations, the OCFEC in its sole and absolute discretion may cancel the event without notice and refer the matter to local law enforcement.

6. **OCFEC BUSINESS PARTNER COMPLIANCE**

OCFEC Business Partners shall make every effort to assure compliance with COVID-19 related mitigation requirements. If an OCFEC Business Partner fails to comply with these COVID-19 Guidelines, the OCFEC in its sole and absolute discretion may close non-compliant event spaces, exhibitor spaces or other such rental spaces, or may cancel the event without notice and refer the matter to local law enforcement.

7. **COVID-19 RELEASE AND WAIVER OF LIABILITY**

As consideration for being permitted to conduct event activities at the OCFEC, OCFEC Business Partners must acknowledge and agree to all COVID-19 Pandemic and related governmental orders, directives and guidelines, and forever release the 32nd District Agricultural Association, the State, California Fair Services Authority ("CFSA"), the County, the Lessor, and any fair affiliated organization, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner's employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner's participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.

8. **EVENT ORGANIZATION PROTOCOLS**

Each OCFEC Business Partner must submit event organization-specific COVID-19 related infection mitigation protocols and procedures for OCFEC review and approval no later thirty (30) days before the event's scheduled move-in date. The OCFEC reserves the right to reject any protocols and procedures that are in conflict with, or are less stringent than, the COVID-19 Guidelines. If the OCFEC rejects the OCFEC Business Partner's COVID-19 related infection mitigation protocols and procedures, the OCFEC Business Partner must resubmit revised infection mitigation protocols and procedures for review no less than fifteen (15) days before the event's scheduled move-in date. If OCFEC Business Partner fails to submit the COVID-19 related infection mitigation protocols and procedures on time, the OCFEC in its sole and absolute discretion may terminate the agreement and cancel the event without notice.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

9. **FURTHER ACTION AS NECESSARY**

The OCFEC reserves the right to modify these COVID-19 Guidelines as circumstances warrant. Specifically, the OCFEC recognizes that additional restrictions not reflected in these guidelines may be necessary to address the health and safety of certain populations depending upon their age or underlying health concerns, or otherwise to address medical issues as they arise.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

I HAVE CAREFULLY READ THIS AGREEMENT EXHIBIT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A CONTRACTUAL AGREEMENT BETWEEN MYSELF AND THE 32ND DISTRICT AGRICULTURAL ASSOCIATION, THE STATE, CFSA, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed on _____, 20____.

OCFEC BUSINESS PARTNER:

_____
Signature

_____
Address

_____
City State ZIP

-End Exhibit F-

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev. 03/2019)

R_____ A_____ F_____

AGREEMENT NUMBER
SA-098-21PA

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME
WANDERING HAZEL TOURING, INC. F/S/O SISTER HAZEL

2. The term of this Agreement is: **08/25/2021** through **08/25/2021** **FED ID:**

3. The maximum amount of this Agreement is: **$25,000.00**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work **– To provide "Sister Hazel" at the Pacific Amphitheatre on Wednesday, August 25. See Page 2 for additional details.** **Contractor certifies compliance with applicable requirements in the talent agency section of the Labor Code (§271, §272, and §1700.5 - §1700.22).**	Pages 1 – 4
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 5
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 6 – 9
Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement)	Pages 10 – 13
Exhibit E – House Rider/Performance Agreement (Attached hereto as part of this agreement)	Pages 14 – 17
Exhibit F – Pacific Amphitheatre Decibel Level & Sound Covenant (Attached hereto as part of this agreement)	Pages 18 – 19
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 20 – 26
Exhibit I – Covid-19 Infection Mitigation Protocol & Procedure (Attached hereto as part of this agreement)	Pages 27 – 29

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
WANDERING HAZEL TOURING, INC. F/S/O SISTER HAZEL

CONTRACTOR AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
c/o Heath Baumhor, Agent or Authorized Signatory

CONTRACTOR BUSINESS ADDRESS
Reliant Talent Agency
P.O. Box 60778, Nashville, TN 37206
(603) 475-3967 hbaumhor@relianttalent.com

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

AUTHORIZED SIGNATURE ✍ | DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Michele Richards, Chief Executive Officer or
Joan Hamill, Chief Business Development Officer

CONTRACTING AGENCY ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

The Pacific Amphitheatre

Performance Offer

OC Fair & Event Center • 88 Fair Drive • Costa Mesa, CA 92626

This document constitutes a formal Offer to Perform based on the information specified below

	Performance	Offer
Headliner	Goo Goo Dolls	
Support 1	**Sister Hazel**	**$25,000**
Support 2		$0

Today's Date	6/3/21	Expiration Date	6/4/21	Revision Date	TBD
Performance Date	8/25/21	Performance Time	TBD	Doors Open	TBD
Support 2 Start	TBD	Support 1 Start	TBD	Headliner Start	TBD
Presale Date	TBD	Public Sale Date	TBD	Curfew	10PM

Agent	Frank Wing	Agency	Reliant Talent
Phone	615-585-3603	Email	fwing@relianttalent.com

The Pacific Amphitheatre Contact Information					
Buyer	Lisa Sexton	Email	lsexton@ocfair.com	Phone	714.708.1707
Marketing	Lisa Sexton	Email	lsexton@ocfair.com	Phone	714.708.1707
Production	Ray Woodbury	Email	ray@rkde.net	Phone	909.821.3157
Contracts	Jay Xudan	Email	jxudan@ocfair.com	Phone	323-459-4555
Buys	Jay Xudan	Email	jxudan@ocfair.com	Phone	323-459-4555
Counts	Jay Xudan	Email	jxudan@ocfair.com	Phone	323-459-4555

Ticket Scaling						
Section	Capacity	Comps	ADA Kills	Sellable	Base	Gross Potential
Pit / Circle	469	30	8	431	$58.50	$25,213.50
Orchestra 1	1,750	85	10	1,655	48.50	80,267.50
Orchestra 2	748	85	10	653	38.50	25,140.50
Orchestra 3	0	0	0	0		0.00
Terrace 1	2,798	100	12	2,686	28.50	76,551.00
Terrace 2	2,391	100	12	2,279	18.50	42,161.50
Terrace 3		0	0	0		0.00
Total Per Show	8,156	400	52	7,704		$249,334.00

Ticket Add-Ons					
Source	**Per Ticket**				
Fair Admission	$14.00				
Facility Fee	$5.00				

Projected Performance Expenses			
Headline Guarantee	Shows	Performance Total	Run Total
Headline Guarantee	1	$0	$0
Support 1 Guarantee	1	25,000	25,000
Support 2 Guarantee	1	0	0
House Nut	1	75,500	75,500
Advertising	1	15,000	15,000
Total Costs		$115,500	$115,500

EXHIBIT A – SCOPE OF WORK (CONT.)

Performance Offer Deal Points

I. Performance Financial terms – $25,000 flat to support Goo Goo Dolls. **ANNOUNCE: JUNE 7, PRESALE – WEDS JUNE 9, 2021 AT 10AM, PUBLIC ON SALE SAT JUNE 12 AT 10AM.**

- **A.** Offer is "all in" and inclusive of all costs including, but not limited to backline, additional production expense, air and ground transportation and hotel accommodations.
- B. Offer is based on the ability arrive at a performance date and time which mutually agreed upon by both Artist and Venue.
- C. As an agency of the State of California, the Venue is not permitted to provide performance deposits in advance of the performance date.
- D. Artist is requested to participate in a pre-performance or post-performance meet & greet as arranged by the venue.
- E. Artist is requested to participate in at least one media interview.
- F. With current health and safety concerns and precautions, meet & greets between Artists and members of the public will not be hosted on Venue grounds.
- G. There is a strict 10:00 p.m. curfew imposed by the City of Costa Mesa and the State of California. Artist assumes all financial responsibility and/or other penalties that result from a failure to comply with this curfew.
- H. Any income from parking, food and beverage concessions, ticket service charges, suites or box seats, local share of merchandise, etc., will not be shared in settlement.
- I. Artists shall adhere to all laws, policies, rules and regulations applicable to the Event.
- J. This agreement may not be modified, altered or amended, except by a written instrument signed by both parties.
- K. There will be no cash available at settlement. Checks will be written to contracted entities only.

II. Exclusivity.

- A. The Pacific Amphitheatre will have market exclusivity for this performance. Should this offer be accepted, there will be no other performances or advertising of other performances by the Artist within a 100 mile radius [this includes Los Angeles, Inland Empire (including Pala, Pechanga and Southern California desert casinos), Northern San Diego County and Orange County] for 180 days before the performance date and extending through the day of the show.

III. Ticketing.

- A. Unless running concurrently with the venue presale and pulling from the same ticketing inventory, all fan club presales must end before the venue presales begins.
  1. If the Venue fulfills and distributes fan club tickets through venue will call there will be a $3.00 per ticket charge.
  2. If Venue fulfills and distributes tickets by mail to individual fan club members, there will be a $10.00 per order charge.
  3. Payment for any fan club presale fulfilled through the Box Office will be received Net 20 from the date the fan club presale ends.
- B. Support Artist is allotted 10 complimentary tickets for this performance.
  1. Complimentary tickets can be orchestrated through the Box Office on the day of the performance.
  2. Artist or Artist representatives must request tickets to be held for potential purchase before the performance goes on presale or public sale. If no request is made, tickets will not be held. Tickets held for this purpose are considered sold. If these tickets have not been purchased within 10 business days before the event, they will be released without notification for public sale.
- C. This offer assumes that the complimentary ticket allotments listed are approximate as related to press and promotion and upper limits as related to sponsors, venue, Artist and the OC Fair & Events Center. Tickets allocated as complimentary that are unused will be put back into the system and made available for public purchase with no change to the financial agreement.
- D. Purchaser reserves the right to review and revise the ticket scaling in conjunction with the Artist prior to public on-sale. As part of this offer, Purchaser is granted all rights and control over the ticket inventory and ticketing processes (including, without limitation, presales and other sales mechanisms).
- E. There will be no alteration of scaling such as "Premium" or "Platinum" without the mutual agreement of both the Venue and the Artist. In a case where price alteration does occur, additional ticket revenue will be divided evenly (50%/50%) between the Venue and the Artist.
- F. The number of kills associated with accessible seating is a best estimate. In the event that fewer kills are needed for this purpose, they will be released for sale with no change in financial agreement.
- G. Venue may, at its discretion, offer group discounts of up to 20%.
- H. Venue may, at its discretion, offer two-for-one tickets to this to its season ticket holders.
- I. Venue may, at its discretion, offer discounts of up to 50% to the public through its ticket service provider.
- J. Venue may, at its discretion, offer discounts of up to 50% to the public through internet distribution serves such as, but not limited to, Groupon, Goldstar, Living Social, etc.

IV. Production.

- A. This offer is predicated on the fact that visiting production will be using in-house production at the Pacific Amphitheatre as described on the production page of the web site: www.pacamp.com/production
  1. Password: production
- B. Ticket scaling has been determined by Purchaser financial analysis. Any additional gear or service required will be at the sole expense of the Artist. This includes, but is not limited to: specific consoles other than that provided for lighting and audio, backline, transportation, additional riser(s), musicians, video, or additional talent, hotel accommodations, video, etc.
- C. Any labor required to make (strike and restore) changes to existing truss system is at the sole expense of the Artist.
- D. Artist is welcome to bring additional production equipment, such as monitor systems, FOH console(s), lighting console(s), video walls, and additional lighting fixtures to be added to the pre-existing truss system. The cost of setting up additional equipment will be the sole responsibility of the Artist. Installed lighting system stays in place and will be gridded if artist production is carrying a lighting system to be flown. Artist's system will rig around installed system.
- E. If seats are killed as a result of any gear that is brought in specifically for a Pacific Amphitheatre performance, the artist will be charged back the face value of the killed seats plus any refund amount required to relocate guests who have purchased seats that must be killed.
- F. Front of stage barricades cannot be added after the performance goes on sale to the public.
- G. The house nut includes two trucks of production. Any number beyond that can be charged $2,000.00 per truck.
- H. There is a $5,000.00 origination fee, plus any IATSE Local 504 labor, and additional production team costs to video record the performance.

EXHIBIT A – SCOPE OF WORK (CONT.)

I. One (1) runner will be provided for an event/show. Runner is shared with all artists. Runner will start at load in time. Runner will be relieved no later than 1 hour after show comes down. Runner will be driving a 15 passenger van. Runner works on show day only. Runner has a 15 mile radius to work within. PAC AMP Production reserves the right to provide UBER or LYFT services for evening bus driver or personnel pickup.

J. Load in no earlier than 9am (9am breakfast / 9:30am Load in) for any event in order to allow for labor turnaround laws.

V. Safety & Security.

A. The safety and security of everyone in attendance at any performance at the Pacific Amphitheatre is of premiere consideration.

1. Non-performers and/or non-stage crew members may not congregate and/or view the performance from the stage, the stage wings, or any other production area.
2. Every person entering the backstage area must expect to be screened (metal detectors included) before entering.
3. Every person entering the backstage area must expect to be identified as someone who belongs there. And, every person granted access must wear visible identification and/or credentials demonstrating access has been verified.
   a. Those not wearing identification will be stopped by backstage security until access can be verified.
4. If required, every person entering any part of the venue must adhere to health andsafety protocols.
5. Every person entering the backstage production work areas (this includes all areas backstage other than the Artist dressing rooms and Artist dressing room compounds) must wear closed toe shoes and any other protective gear necessary for their function.
6. Every local and visiting crew member must adhere to all safety procedures and use appropriate protective gear at all times
7. **Everyone associated with the performance entering the backstage area must be masked. Performers will not be asked to wear masks on stage.**

VI. Force Majure.

A. 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, destruction of the [VENUE] or the destruction of District's facilities such that the OC Fair is cancelled 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 any performance and neither party shall have any further liabilities and/or obligations in connection therewith. In the event of a multiple show engagement, if such an occurrence shall occur necessitating the cancellation of any show(s), then the Contractor shall be paid on a prorated basis for shows(s) performed.

B. The Purchaser retains the absolute right to reject this offer or revise the terms of this offer with no financial obligation to the Artist if the Purchaser determines, in its sole and absolute discretion, that the event contemplated by this offer cannot proceed due to local, California or Federal government order, plague, epidemic, pandemic, outbreaks of infectious disease, or any other public health crisis, including, but not limited to, social or physical distancing orders, capacity reductions, or other guest or employee restrictions.

C. Additionally, if Purchaser determines, in its sole and absolute discretion, that if there exists negative public perception and that such negative public perception has a negative impact on ticket sales for the Event, then the Purchaser in its sole and absolute discretion may, at least (30) days before the Event, cancel the Event without any liability, payment or other form of consideration to the Artist . Alternatively, by mutual agreement, the Event may be rescheduled for a date that is mutually acceptable both Purchaser and Artist.

VII. Merchandise.

A. Venue sells merchandise at a 70/30 split on non-copyright material, and 90/10 on copyright material.
   1. If Artist wishes Venue to promote advance merchandise sales, the split will remain the same for these sales.

B. Venue may, at its discretion, sell Venue-branded merchandise side by side with Artist merchandise. All revenue from such sales will remain with the Venue.

VIII. Catering

A. Catering is capped at $4,000per event, inclusive of all artists, which may include breakfast, lunch, dinner and dressing room rider.Any catering beyond these parameters, including but not limited to 'after show food' and 'bus stock' will be at the sole expense of the Artist.

B. In order to maintain social / physical distancing, catering will be in the form of boxed and/or covered plate meals rather than buffet style.

C. Alcohol is not provided, but may be purchased in advance through the venues Master Concessionaire. Contact information is available through the Production Manager.

D. Alcohol will not be permitted in any area identified as a working production area. This is essentially the stage and the entire backstage area other than Artist dressing rooms, the catering area, and the specified area in front of the Artist dressing rooms.
   1. These working areas are restricted to essential personnel only.
   2. For the safety and security of the Artist, Artist staff and crew, local staff and crew, the viewing guests and everyone associated with the performance, this area will be monitored by in-house security to ensure proper access.
   3. California State law will be strictly enforced.
   4. No alcohol, tobacco, clothing or expendables such as batteries, grooming products, candles, flowers, etc. are provided under the catering or dressing room budget.
   5. There are no catering buyouts.

IX. A. You hereby represent and warrant that you have the full power to enter into this agreement on behalf of the Artist, that the delivery and performance of this Agreement by Artist has been duly authorized, and that the exploration of the rights of The Pacific Amphitheatre / OC Fair & Events Center as permitted herein shall not violate or infringe upon the rights of any other person.

Lisa Gaiter 06/03/21

Talent Buyer Date Artist Agent Date

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5790-34

PAYMENT PROVISIONS:

To pay Contractor a total not to exceed amount of TWENTY FIVE THOUSAND DOLLARS ($25,000.00) upon satisfactory completion of services herein required on Wednesday, August 25, 2021.

Payment will be made by 32nd District Agricultural Association, State of California-issued check. As an agency of the State of California, the venue is not permitted to provide performance deposits in advance of the performance date.

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Wednesday, August 25, 2021, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL:**
   This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**
   No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**
   This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**
   Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**
   Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**
   Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**
   The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR*:***
   Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:
The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:
During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:
The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:
Time is of the essence in this Agreement.

13. COMPENSATION:
The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:
The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:
For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE BASED OFF THE SCOPE OF WORK)

CCC-04/2017 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:**
Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**
Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**
Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:**
Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:**
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:**
For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:**
Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Current State Employees (Pub. Contract Code §10410):
1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):
1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION:**
Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **AMERICANS WITH DISABILITIES ACT:**
Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. **CONTRACTOR NAME CHANGE:**
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**
   a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

   b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

   c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

6. **RESOLUTION:**
   A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. **AIR OR WATER POLLUTION VIOLATION:**
   Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. **PAYEE DATA RECORD FORM STD. 204:**
   This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES
Each party shall make best efforts to adhere to all starting and ending times as indicated on the contract face.

CURFEW
There is a strict 10:00 pm curfew in effect unless an extension of curfew is approved in writing by the Chief Executive Officer of the District prior to the performance. If this curfew is not adhered to, Contractor may be liable and subject to litigation and fines by the State of California for breach of contract.

PAYMENT
Contractor shall be paid by District check in the amount specified in this agreement immediately upon completion of performance. District shall have no obligation to pay Contractor under this Agreement unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement. At least ten (10) days prior to performance date, Contractor shall submit to District an accurately completed and signed State of California Std. 204 ("Payee Data Record"). Contractor may be subject to applicable California State *non-resident entertainer* withholding taxes by the State of California Franchise Tax Board (FTB). Contractor acknowledges and agrees District is **required** to withhold seven percent (7%) of payments to *nonresident* bands, orchestras, plays, dance teams, circuses, and other performing entities if all payments by the District to Contractor exceed $1,500 for the calendar year. A waiver or reduced amount of withholding can be *initiated by the non-resident entertainer*, using Franchise Tax Board forms. For access to the applicable forms, and for further information, refer to the State of California Franchise Tax Board website, www.ftb.ca.gov and search "Nonresident Entertainment Withholding Procedures." Additional references for information can be found at www.ftb.ca.gov, www.ftb.ca.gov/forms/2008/08_1017.pdf and www.ftb.ca.gov/forms/2012/12_1017.pdf.

Contractor acknowledges and understands that in the event Contractor fails to furnish a completed and signed Payee Data Record to the District prior to the Artist's performance date, the District is required to deduct the *nonresident* seven percent (7%) withholding from Contractor payment. The District is unable to reissue payment checks the day of performance. If Contractor subsequently provides the Payee Data Record to the District showing Contractor is a California resident, the District shall issue a check in the amount of the difference owed and paid Net 10.

PUBLIC ACCESS TO FACILITY
The facility will be open to the public approximately 60 minutes prior to the start of the show. There shall be no exceptions to these stated times. These requirements are necessary to meet safety and crowd control procedures set by the State of California Fire Marshal and the Orange County Sheriff's Department.

DECIBEL LEVEL
Contractor shall comply with all decibel and sound level requirements as detailed in Exhibit F – Pacific Amphitheatre Decibel Level and Sound Covenant.

MEDIA – WEB SITE
The District requests that the Contractor place specific information about the OC Fair on the Artist website only if agreed to by the Artist. Information may include the contracted entertainer's name, date, time of performances at the OC Fair, and a web-link to OC Fair website (www.ocfair.com).

MEDIA – INTERVIEW
The District also requests that the contracted Artist consent to at least one fifteen (15) minute promotional interview with a local radio station, to be selected by the District only if agreed to by the Artist, in advance of their performance at the OC Fair. Please contact the District's Communications Department at (714) 708-1543 to coordinate the interview. The foregoing is subject to Artist's prior approval and availability subject to Artist's management prior approval.

MEDIA – VIDEO
Local affiliates of national television networks, upon issuance of proper District press credentials and prior written approval of Artist's representative, may be allowed to videotape up to three (3) minutes of performance for non-commercial news purposes only and subject to advance with Artist's management. The District actively discourages all non-legitimate videotaping activity.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

MEDIA – STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials subject to Artist's management prior written approval, may be allowed to photograph a portion of the performance at Artist's discretion for local, non-commercial review purposes only, subject to Contractor's approval. The District actively discourages all non-legitimate use of still photography.

SOUND AND LIGHTS

Contractor agrees to use District-provided sound and lighting equipment, except as otherwise provided on the Contract face. District will provide industry standard sound and lighting equipment.

Ray Woodbury of RK Diversified Entertainment Inc. is the Production and Lighting contact:
(909) 821-3157
ray@rkde.net

Gary Hardesty of Sound Media Fusion is the contact regarding specifics for audio systems and dB level limitations:
(818) 482-0193 audiomicro@aol.com

RENTAL EQUIPMENT

The District will upon request, arrange for an independent company to rent any equipment to Contractor that may be required by Contractor in connection with Contractor's performance under this Contract; provided, however, the District will not be responsible for payment of rental equipment, unless otherwise specifically stated in the Contract or as mutually agreed upon in advance.

HOSPITALITY

The District will provide meal service chosen from a District determined menu. District will use Artist's contract rider as a guide, but will be the final determiner of the meal that is served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e. tour bus food service) may be requested by the Artist at the Artist's expense from the on-site caterer. Catering itself will be capped at $3,500.00 versus the cost of Artist's touring personnel staff for meals and dressing room riders, whichever is lower. After show food and bus stock is not provided. The District will not provide alcohol, tobacco, vape and cannabis products, nor will runners be available to secure these items. The OC Fair is a smoke-free event and the use of tobacco, vape and cannabis therein is strictly forbidden. (See attached Exhibit G – OCFEC Procedures)

Unless contracted, costs associated with the tour itself, including, but not limited to such items as hotel accommodations, travel fares, ground transportation, freight costs and backline are the financial responsibility of the Contractor.

Unless contracted, personal Contractor needs, including, but not limited to such items as massage, health care professionals and hairstylists are the financial responsibility of the Contractor. Runners are available on the performance day only and within a 15 mile radius.

MERCHANDISING

All merchandise sales are subject to a commission payable to the District. In the event any merchandise will be sold, please contact the District's Production Office. The Artist/Contractor shall provide the District with advance notification of Artist/Contractor's intent to sell merchandise. Unless otherwise indicated on the Contract face page, merchandising sales are subject to 70%/30% split less tax with the venue selling the merchandise. CD sales will be subject to a 10% commission payable to the District. All merchandise sales are subject to these commission rates or as stated in the face of the Contract. Contractor will be responsible for paying sales tax and, in all instances, the foregoing split shall be paid after deduction of tax.

The District will provide adequate point(s) of sale to be advanced and mutually agreed. If the District is to provide individuals to handle sales transactions, notification to the District MUST be in advance or the District may be unable to provide individuals to handle the sales transactions. In addition to any commission due and owing to the District under the provisions of the Paragraph, Contractor is responsible for all salaries, fees, costs, and expenses incurred by the District in providing personnel responsible for the merchandising sales transaction.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

SPONSORSHIPS

District sponsorships shall not be excluded by Artist/Contractor's sponsorship commitments. District sponsor signage shall be used throughout the venue. District agrees the signage for District's sponsors will not imply or suggest Artist/Contractor endorses the sponsor, its products, or services. Each party shall not receive any revenues from the other party sponsorship agreements. Artists/Contractor's sponsorship signage may be used only upon the prior written consent of the District, not to be unreasonably withheld. Each party shall notify the other party of any potential conflicts related to sponsorships to the extent it is made aware.

The Amphitheatre is eligible for two sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Amphitheatre. The District retains the right to have title and presenting sponsor banners located throughout the Amphitheatre, including the stage area. Such sponsorships shall not interfere with Artist's performance area.

INSURANCE

If Artist's performance involves the active participation of the audience in the act or any hazardous activity is part of the entertainment act, including, but not limited to, pyrotechnics, Contractor shall notify the District and meet all requirements for General Liability coverage as required by the California Fairs Services Authority prior to the performance. No indemnification, hold harmless or additional insured certificate will be provided to Contractor by the District.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers Compensation Insurance for Contractor and Contractor's employees in the amounts and to the extent required by law.

To the extent required by law, Contractor will comply with Section 3700 of the California Labor Code, which requires every employer be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code immediately upon hiring any employee and before commencing the performance of this Agreement.

INDEMNIFICATION

Purchaser and Producer agree to indemnify, defend and hold harmless each other and their officers, employees and agents from and against any liability, loss, expense (including reasonable attorneys' fees) or claim for injury or damages arising out of the performance of this Agreement, but only to the extent resulting from the negligence or willful misconduct of the indemnifying party, its employee or representatives.

MISCELLANEOUS

The performance may be emceed (i.e. "welcomed by") a local market radio station personality, which shall be selected by the District subject to Artist's management approval; however, Artist shall have the right to pre-approve any references to be made with respect to Artist. In no way shall this be considered a "co-promotion" or "presented by" situation. The Contractor will be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall provide materials, including biographical information and photographs, at Artist's management discretion to the District for use in District's promotional and advertising material.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

CONFLICT OF LAWS OR TERMS

NOTWITHSTANDING ANYTHING IN THE ATTACHED ARTIST AGREEMENT, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA BOTH SUBSTANTIVE AND PROCEDURAL AND IN THE CASE OF CONFLICT BETWEEN THE DISTRICT/STATE AGREEMENT AND ARTISTS AGREEMENT, THE DISTRICT/STATE AGREEMENT SHALL PREVAIL IF THE PARTIES CAN NOT MUTUALLY AGREE UPON A RESOLUTION OF THE CONFLICT AND ONLY TO THE EXTENT NECESSARY TO ELIMINATE SUCH CONFLICT.

MOST FAVORED NATIONS

The terms of this Agreement shall be on a most favored nations basis with all other artists performing at the OC Fair in the year of Artist's Performance(s).

FORCE MAJEURE CLAUSE

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, destruction of the Pacific Amphitheatre or the destruction of District's facilities such that the OC Fair is cancelled 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 any performance and neither party shall have any further liabilities and/or obligations in connection therewith. In the event of a multiple show engagement, if such an occurrence shall occur necessitating the cancellation of any show(s), then the Contractor shall be paid on a prorated basis for shows(s) performed.

CONTRACTOR'S POWER AND AUTHORITY

Contractor has the authority to enter into this Agreement and to furnish the services of Artist in connection with the terms and conditions contained herein. If the Artist is not signing and contracting in own name to perform the entertainment services, then the business entity that is signing and contracting to provide the services of the Artist shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation *"f/s/o"* (for the services of) and immediately followed by the name of the performing Artist(s) on the preprinted blank line on the first page.

-End Exhibit E-

EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT

The following limitations on sound generated by events in the Pacific Amphitheater as detailed in Paragraph A below have been established pursuant to litigation in the case of Orange County Fair Preservation Society v. 32nd District Agricultural Association, Orange County Superior Court No. 30-2012-00538751 and cannot be exceeded under any circumstances. Further, in support of the standards in Paragraph A below, the District maintains decibel maximums for sound generated by events as witnessed by listening tests and measurements at various locations within the District property and surrounding housing areas. These restrictions are detailed in Paragraph B below. By entering into the Agreement to provide entertainment at the Pacific Amphitheater, the Contractor specifically agrees to abide by these limits and the directives of the designated Sound Monitor or other designee.

A. Sound Level Standards

Sound Level Standards	
Location of Measurement:	Sound Level:
Residential neighborhoods (housing areas) adjacent to the OC Fair & Event Center	55 dB(A)

The sound levels emanating from the Pacific Amphitheaters shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

B. District-Required Sound Level Requirements

Sound Level Standards	
Location of Measurement:	Sound Pressure Level:
The surrounding housing areas	55 dBA
Pacific Amphitheatre Front of House	100 dB, no weighting

The sound levels emanating from the Pacific Amphitheater shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour, as measured in the housing areas; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour, as measured in the housing areas ; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour, as measured in the housing areas ; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT (CONT.)

Note that the Front of House sound system, stage monitors and band instruments, are all contributors to the environmental noise and fall under this agreement, separately and/or in combination.

Contractor shall be bound by this Decibel Level and Sound Covenant and shall at all times during any pre-concert sound checks and the concert itself, operate within the sound level restrictions. Listening tests and random readings will be taken by the District throughout sound check and performance and Contractor will be advised by the District immediately in the event of any violation(s), whether the violation is based on a housing area listening test (based on the sole professional judgment of the District), a measurement, a complaint, or a combination thereof. Contractor agrees that upon discovery or notification by either the designated Sound Monitor or other designee of any occurrence of sound level exceedance, Contractor shall upon notice by the District immediately adjust the sound level to come into compliance with sound level specifications. The determination of sound level exceedance is at the sole discretion of the District's designated Sound Monitor or other designee.

The Contractor is advised that in the event of any repeated violation(s) of these standards after notice to Contractor, the Contractor may be subject to fines and/or penalties by public agencies other than the District, including federal, state, and/or local governmental or regulatory agencies.

In the event of repeated violations after notice to Contractor, the District may require the Contractor to immediately cease performance.

-End Exhibit F-

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES

PROCEDURE FOR: Visiting Production Management staff and their employees wearing identification in the Pacific Amphitheatre and back stage.

PPE (Personal Protective Equipment): Closed-toe shoes and steel toe work shoes/boots where appropriate and other PPE as required by task and OSHA guidelines.

Purpose: To ensure all visiting production management staff and their employees are properly wearing identification.

Procedure: 0006

1. In advance of any OCFEC show or concert, the visiting production company management must provide the OCFEC house production management with a complete list of all production company employees.

2. The OCFEC house production management team will provide the list of all production company employees to the OCFEC Pacific Amphitheatre back stage security manager, along with the corresponding number of single day passes/silks for that day.

3. The OCFEC security employees will verify the identification of all production company employees entering the OCFEC facility, check each production company employee of the pre-printed list of authorized personnel once that employee enters the facility, and provide that employee with a silk. OCFEC security employees will verify the identity and access authorization of each production company employee at the security checkpoint at the top of the Pacific Amphitheatre load in ramp. (see OCFEC Pacific Amphitheater Loading Ramp Access Procedure)

4. All visiting production team members must wear OCFEC approved and supplied identification on the upper left chest area, and the identification must be highly visible at all times. (typically single day pass/silk)

5. If an individual at the OCFEC security checkpoint are not on the approved list, OCFEC security will contact the visiting production manager. The visiting production manager must visually verify identification and entry authorization for the visiting production manager's employee before the OCFEC will grant that employee access, add that employee's name to the access list, or provide that employee with a single day pass/silk.

6. Visiting production team members that do not wear identification as required in this policy will be asked to leave, or may be escorted from, the Pacific Amphitheatre.

7. If any visiting production company's employee violates OCFEC procedures, including this OCFEC Production Staff Identification Procedure, OCFEC management will ask the visiting production company's representative to permanently replace that employee.

8. Continued lack of support for, or adherence to, OCFEC procedures, including this OCFEC Production Staff Identification Procedure, may result in the cancellation of the contract between the OCFEC and the visiting production company.

9. This procedure will be added to all contracts as an attached addendum.

PROCEDURE FOR: Pacific Amphitheatre Stage use by artists/band members.

PPE (Personal Protective Equipment): None.

Purpose: To ensure the safe use of the Pacific Amphitheatre Main Stage.

Procedure: 0007

1. The use of the main stage is restricted to artists and band members.

2. Public/guests will not be allowed on stage or on stage wings, singular or as a group.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

3. If an artist has a want/need to bring an individual on stage during a performance, the artist must make a written request to the OCFEC at least four hours before the artist's scheduled performance, identifying the individuals and explaining why those individuals require stage access.

4. OCFEC management, Security Manager or Entertainment Director will review the Stage Access Request and the OCFEC management, Security Manager or Entertainment Director will determine, in his or her discretion, whether to grant the requested access after considering all OCFEC safety protocols. While the OCFEC recognizes that stage invitations may be spontaneous, the OCFEC must be provided with prior written notice to ensure the safety of its employees and patrons.

5. This procedure will be added to all contracts as an attached addendum.

PROCEDURE FOR: Pacific Amphitheatre Back Stage Hospitality/Green Room Alcohol Consumption.

PPE (Personal Protective Equipment): None.

Purpose: To ensure alcohol service and consumption is consistent with the OCFEC's Master Concessionaire's liquor license rules and regulations.

Procedure: 0008

1. All alcohol service at the OCFEC must be through the OCFEC's Master Concessionaire at a cash or host bar, and staffed by trained OCFEC or Master Concessionaire employees.

2. Each individual that wants to purchase or consume alcohol in the Pacific Amphitheatre back stage area, including the hospitality room, must be wearing an OCFEC wristband. To obtain an OCFEC wristband, the individual must provide legal identification and verify that he or she is the legal drinking age (21 years or over). The individual must wear the OCFEC wristband on his or her right wrist. Artists and band members performing at the OCFEC that are over the legal drinking age (21 years or over) are not required to comply with the wrist band requirement under this policy.

3. Alcohol consumption in the Pacific Amphitheatre's back stage area will be restricted to the Green Room back of house area, as identified in the attached facility map.

4. OCFEC Security personnel will be appropriately posted to enforce the area procedure. "No Alcohol Beyond this Point" signs will be posted.

5. Artists and band members will be allowed to consume their own alcohol within the confines of their dressing room and the performance area.

6. This procedure will be added to all contracts as an attached addendum.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

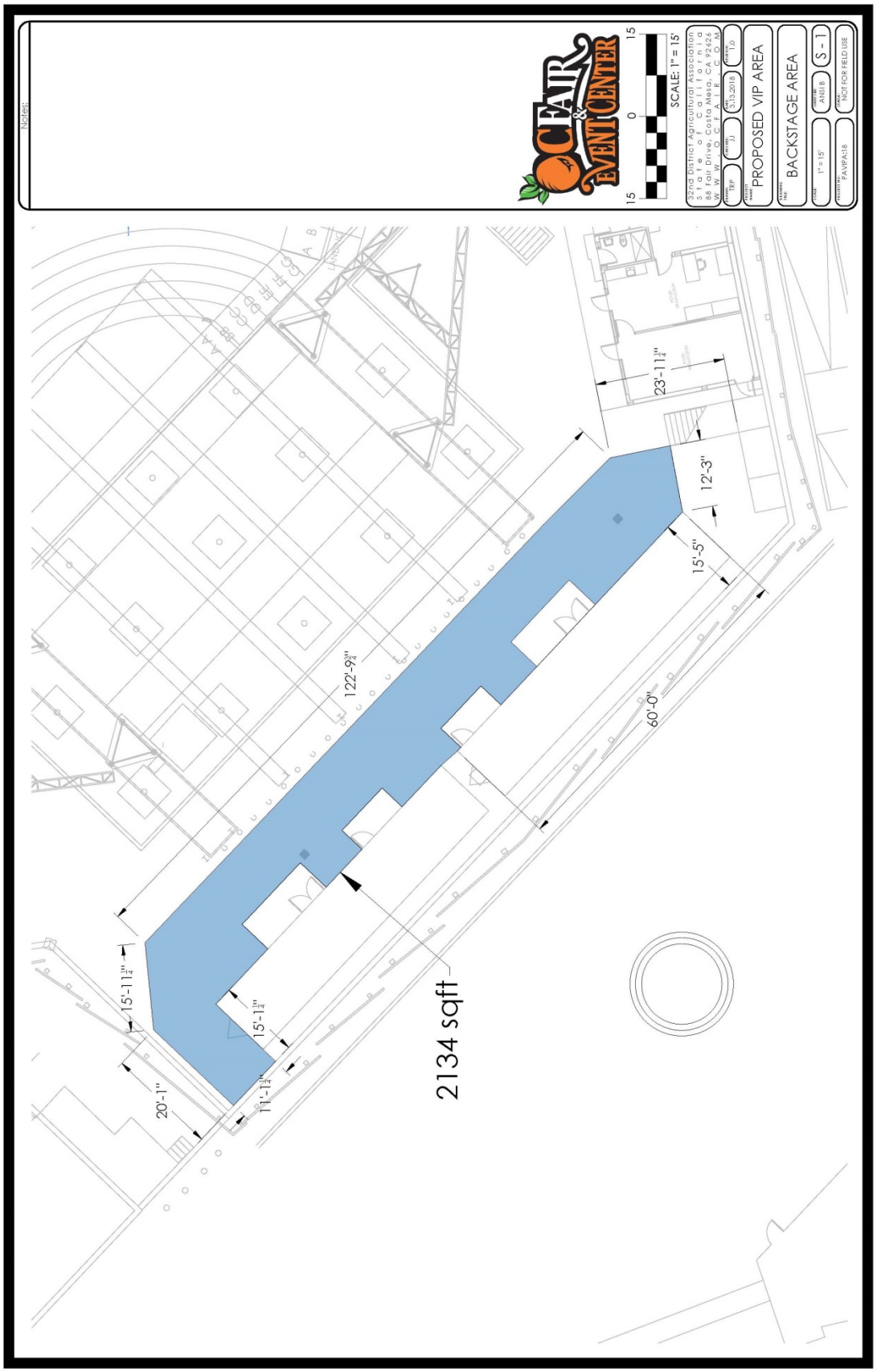


EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

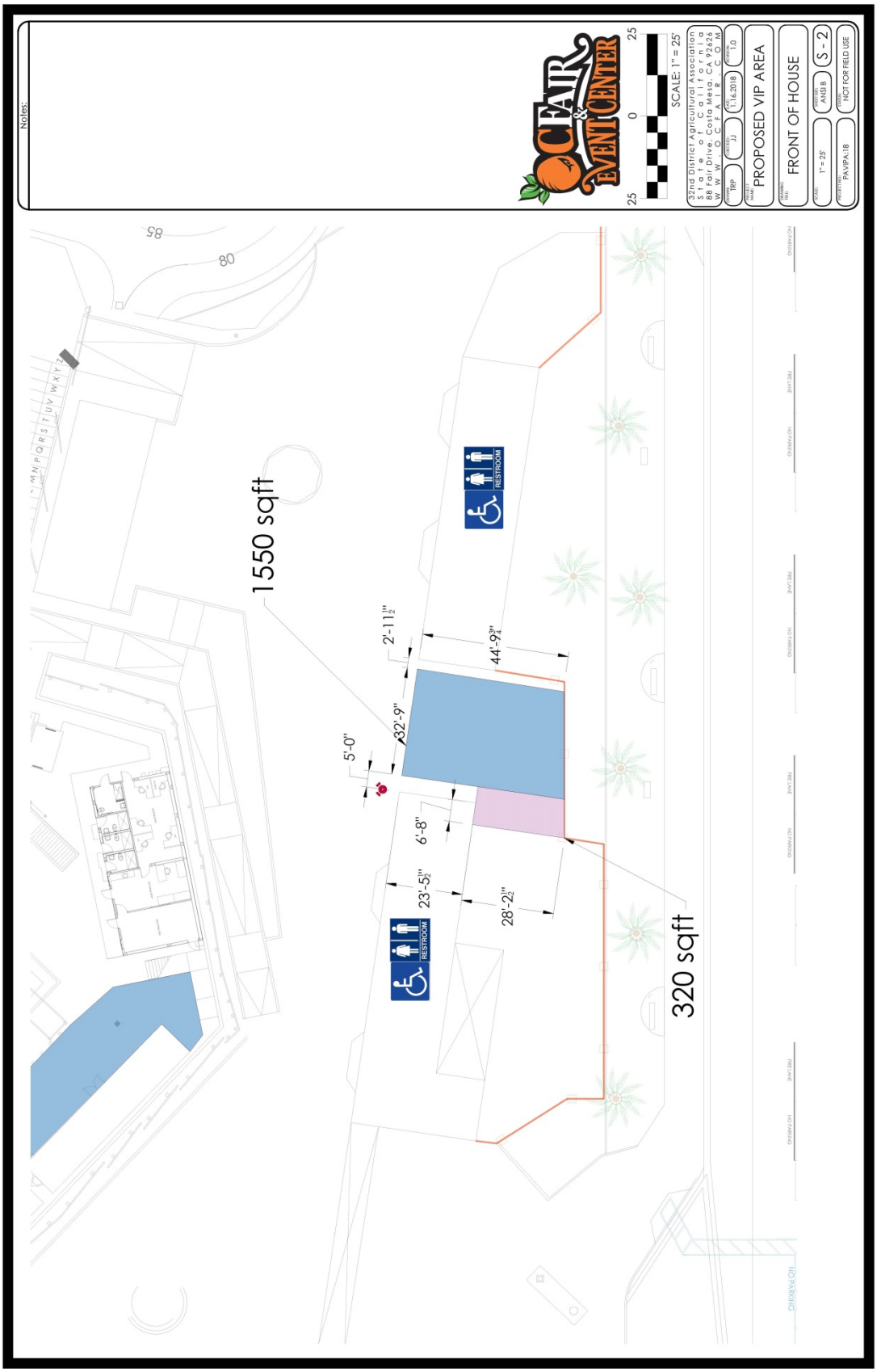


EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

PROCEDURE FOR: The use of Pacific Amphitheatre VIP area and Meet & Greets.

PPE (Personal Protective Equipment): None.

Purpose: To ensure alcohol service and consumption remains in accordance with Master Concessionaire's liquor license rules and regulation.

Procedure: 0009

1. Access to this area is restricted to VIPs, a list will be provided by the visiting Production Manager to OCFEC Pacific Amphitheater Security Manager and Director of Entertainment. (per attached layout)

2. OCFEC security will be posted at the entrance to the VIP area to verify customers' identification and check them off the list.

3. If customers checking in with security are not on the approved list OCFEC security will contact the visiting Production Manager who must physically come to the VIP area for the approval of a person being added to the list.

4. All alcohol service at the OCFEC must be through the OCFEC's Master Concessionaire at a cash or host bar, and staffed by trained OCFEC or Master Concessionaire employees.

5. Each individual that wants to purchase or consume alcohol in the Pacific Amphitheatre back stage area, including the hospitality room, must be wearing an OCFEC wristband. To obtain an OCFEC wristband, the individual must provide legal identification and verify that he or she is the legal drinking age (21 years or over). The individual must wear the OCFEC wristband on his or her right wrist. Artists and band members performing at the OCFEC that are over the legal drinking age (21 years or over) are not required to comply with the wrist band requirement under this policy.

   - Below are examples of Meet & Greets and VIP:

   a) Small (10 – 30 people) - meet & greet with performer(s), performer guests and Fair guests. Usually involves a photo op and sometimes a corresponding signing. Venue guests will queue at a pre-designated spot and meet with the performer one-by-one. Performer guests are generally taken first and often from a different line. Alcohol is not served but guests may purchase alcohol in the concourse. Small meet & greets can be in Orchestra pit/ramp area or other non-backstage area as appropriate or in VIP area.

   b) Medium (31 -49 people) - meet & greet with performer(s), performer guests and Fair guests. Some performers are more open to the M&G option and therefor more people could be in attendance. Same basic format as above. Alcohol is not served but guests may purchase alcohol in the concourse. Medium meet & greets can be in Orchestra pit/ramp area or other non-backstage area as appropriate or in VIP area.

   c) Large (50 – 100 people) "VIP" Upsell meet & greet – fans can purchase the experience either through the performer site, or they can be built into the ticket price. Generally involved a line-up like above but with a lot more people. Experience may also include merchandise and/or a sound check option. Alcohol is not served but guests can purchase alcohol in the concourse. Large meet & greets can be in Orchestra pit/ramp area or other non-backstage area as appropriate or in VIP area.

   d) Large (75 – 150 people) "VIP" meet & greet. This could be an upsell or just friends of the band. This is a gathering more than a funnel of people coming and going. There is typically alcohol involved and the duration is longer than a meet and greet. Depending on the nature of gathering, it could include merchandise or other benefits. These meet & greets will be in VIP area.

6. Meet and greets will be coordinated by the assigned OCFEC Event Coordinator, said coordinator will work with OCFEC Pac Amp security manager and staff. All guests will be on the lists provided.

7. All guests will be given a specific color meet and greet wristband, sticker or other distinguishable identification.

8. The event coordinator will ensure the guests are escorted in and out.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

9. This procedure will be added to all contracts as an attached addendum.

PROCEDURE FOR: Access to the Pacific Amphitheatre through Loading Ramp Security Checkpoint.

PPE (Personal Protective Equipment): None

Purpose: To ensure that all persons and vehicles accessing the Pacific Amphitheatre via the Loading Ramp located on the *West* or *3rd Base* side of the Pacific Amphitheatre are in possession of the appropriate credential, pass or identification card required for entry.

Procedure: 0011

1. Before and during the review of all required access credentials, passes or identification cards, OCFEC security staff shall assure that the Loading Ramp gate remains closed until all steps below are completed.

2. Upon arrival at the OCFEC Pacific Amphitheatre Loading Ramp Security Checkpoint, all guests, whether on foot or in a vehicle, must present to OCFEC security the appropriate credential, pass or identification card for inspection. If no credential, pass or identification card is presented, access will be denied.

3. OCFEC security staff shall contact and coordinate with the Pacific Amphitheatre Production Manager to assist any individual without an appropriate credential, pass or identification card that claims a need to access the Pacific Amphitheatre loading dock area for an authorized purpose. The Pacific Amphitheatre Production Manager must visually confirm the identity of the individual requesting access before granting that access.

4. If an individual presents an acceptable credential, pass or identification card for inspection, or if the Pacific Amphitheatre Production Manager or visiting Production Manager has approved access, the individual, along with his or her belongings, must pass a security inspection to prevent any dangerous, hazardous or other prohibited items from entering the venue. Security inspections include, but are not limited to: Bag or other personal item inspection, walk-thru metal detection devices, and additional hand-held metal detecting devices.

5. After the Pacific Amphitheatre Production Manager or visiting Production Manager has inspected the individual's credential, pass or identification card and approved entry, and after the individual has successfully passed through the Loading Ramp Security inspection checkpoint, that individual will be required to sign and date the Guest Log. **Additional information such as "who authorized entry" shall be confirmed and recorded if guest was not found to be on the pre-authorized guest list.*

6. After the individual has entered the venue on foot or in a vehicle via the Loading Ramp, OCFEC security staff will assure that the Loading Ramp gate is then re-secured to prevent unauthorized access.

7. This procedure will be added to all contracts as an attached addendum.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

ACKNOWLEDGEMENT FORM

NAME OF PROCEDURE(S):

0006 Visiting Production Management staff and their employees wearing identification in the Pacific Amphitheatre and back stage.

0007 Pacific Amphitheatre Stage use by artists/band members.

0008 Pacific Amphitheatre Back Stage Hospitality/Green Room Alcohol Consumption.

0009 The use of Pacific Amphitheatre VIP area and Meet & Greets.

0011 Access to the Pacific Amphitheatre through Loading Ramp Security Checkpoint.

Date trained:_____ **Initial:**_____

I _____ **have read, understand and will follow the above procedure(s).**

Signature:_____

-End Exhibit G-

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

V06042020

1. **SCOPE**
   As a result of the worldwide COVID-19 pandemic, the 32nd District Agricultural Association (OCFEC) implemented numerous essential protocols and procedures to protect OCFEC staff, renters, event promoter/producer employees, exhibitors, vendors, contractors, subcontractors, volunteers and members of the public. These protocols and procedures do not supersede or replace any existing orders issued by local governments, the State of California or the Federal Government. The protocol and procedure guidelines (COVID-19 Guidelines) apply equally to all organizations and persons doing business on OCFEC property, both public and private, and all event types, commercial, trade or other, hosted at the OCFEC.

2. **SICK, ELDERLY AND VULNERABLE PERSONS**
   Anyone who feels sick should remain at home. In addition, high-risk persons who are over 65 years of age, or anyone with chronic illness or underlying medical conditions, should continue to follow recommendations to stay at home and limit public interaction.

3. **PHYSICAL DISTANCING IN THE WORKPLACE**
   Physical distancing of a minimum of six (6) feet should be maintained between customer-facing employees and the general public, and – to the extent practical – between employees in the field or at employee workstations. Where isolation of employees in the field or at employee workstations is impractical, face coverings must be worn without exception.

4. **HANDWASHING, PERSONAL PROTECTIVE EQUIPMENT, AND TESTING**
   Renters, event promoters, event producers, exhibitors, vendors, and their respective contractors, subcontractors and volunteers (collectively, “Business Partners”) conducting business at the OCFEC must require all customer-facing employees to either wash their hands or use hand sanitizer every thirty minutes, or wear disposable gloves which are to be changed as frequently as specified by guidelines established for each applicable job assignment. Face coverings must be provided to all employees.

   Before starting a shift, all OCFEC employees and all Business Partner employees, must have their temperatures taken and documented, and individual(s) will not be permitted to remain at work if the temperature reading exceeds 100.4 degrees (°) Fahrenheit. Affected individual(s) may only return to work after registering and documenting their temperature reading below 100.4° Fahrenheit for seventy-two (72) consecutive hours.

   All OCFEC event attendees, before entering OCFEC premises, must have their temperatures taken and documented. Any OCFEC event attendee with a temperature reading above 100.4° Fahrenheit will not be permitted to attend the event and will be required to immediately leave the OCFEC premises. Paid admission/parking fee refunds will be subject to processing schedule.

   All competitive professional and amateur sports participants, including youth sports participants, must be tested for COVID-19 at least one (1) week before the date of the scheduled competition, and will not be permitted to compete if the intended participant tests positive for COVID-19. If the intended participant tests positive for COVID-19, he/she will not be allowed to participate in any activities at the OCFEC until after (i) receiving a negative result on a subsequent COVID-19 test and (ii) satisfying the specified 14-day (or otherwise governmentally specified) COVID-19 quarantine period.

   OCFEC Business Partners should make every effort to limit physical touch points at their respective places of business, including at the OCFEC. All OCFEC event promoters must significantly increase frequency of sanitation and disinfection measures at all workstations and equipment that come into contact with OCFEC employees and the general public. All OCFEC Business Partners must assess and identify the frequency of necessary sanitation and disinfection practices, and will review and agree upon a sanitation and disinfection schedule with the OCFEC.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

Face coverings and disposable gloves must be worn by all OCFEC Business Partner customer-facing employees. All OCFEC event attendees and visitors must wear appropriate face coverings. Physical barriers, if available, are preferred but not required as the general public will make the personal decision of whether to attend an event at the OCFEC and/or patronize an OCFEC Business Partner. For the benefit of the public, OCFEC employees and Business Partner employees, handwashing or hand sanitizing should be done as soon as possible following the handling of materials that come in contact with the general public.

5. **EVENT ATTENDANCE LIMITATIONS**

Attendance at all OCFEC events, including all move-in and move-out activities, must be limited at any given time, to no more than the current maximum attendance levels permitted by all applicable local and state orders or laws.

OCFEC Business Partners must establish and actively enforce measures to monitor and ensure attendance limitation compliance. If an OFCEC Business Partner fails to comply with event attendance limitations, the OCFEC in its sole and absolute discretion may cancel the event without notice and refer the matter to local law enforcement.

6. **OCFEC BUSINESS PARTNER COMPLIANCE**

OCFEC Business Partners shall make every effort to assure compliance with COVID-19 related mitigation requirements. If an OCFEC Business Partner fails to comply with these COVID-19 Guidelines, the OCFEC in its sole and absolute discretion may close non-compliant event spaces, exhibitor spaces or other such rental spaces, or may cancel the event without notice and refer the matter to local law enforcement.

7. **COVID-19 RELEASE AND WAIVER OF LIABILITY**

As consideration for being permitted to conduct event activities at the OCFEC, OCFEC Business Partners must acknowledge and agree to all COVID-19 Pandemic and related governmental orders, directives and guidelines, and forever release the 32nd District Agricultural Association, the State, California Fair Services Authority ("CFSA"), the County, the Lessor, and any fair affiliated organization, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner's employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner's participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.

8. **EVENT ORGANIZATION PROTOCOLS**

Each OCFEC Business Partner must submit event organization-specific COVID-19 related infection mitigation protocols and procedures for OCFEC review and approval no later thirty (30) days before the event's scheduled move-in date. The OCFEC reserves the right to reject any protocols and procedures that are in conflict with, or are less stringent than, the COVID-19 Guidelines. If the OCFEC rejects the OCFEC Business Partner's COVID-19 related infection mitigation protocols and procedures, the OCFEC Business Partner must resubmit revised infection mitigation protocols and procedures for review no less than fifteen (15) days before the event's scheduled move-in date. If OCFEC Business Partner fails to submit the COVID-19 related infection mitigation protocols and procedures on time, the OCFEC in its sole and absolute discretion may terminate the agreement and cancel the event without notice.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

9. **FURTHER ACTION AS NECESSARY**

The OCFEC reserves the right to modify these COVID-19 Guidelines as circumstances warrant. Specifically, the OCFEC recognizes that additional restrictions not reflected in these guidelines may be necessary to address the health and safety of certain populations depending upon their age or underlying health concerns, or otherwise to address medical issues as they arise.

EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

I HAVE CAREFULLY READ THIS AGREEMENT EXHIBIT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A CONTRACTUAL AGREEMENT BETWEEN MYSELF AND THE 32ND DISTRICT AGRICULTURAL ASSOCIATION, THE STATE, CFSA, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed on _____, 20____.

OCFEC BUSINESS PARTNER:

_____
Signature

_____
Address

_____
City State ZIP

-End Exhibit F-