

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

NEW

CONTRACT #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-007-21	Bonnier Corporation	Sand Sports Super Show	Consumer Show (CON)	Anaheim Building (#16), Costa Mesa Building (#10), Country Meadows, Crafters Village, Huntington Beach Building (#12), Los Alamitos Building (#14), Main Mall, OC Promenade (Span), Park Plaza, Parking Lot I, Parking Lot P, Santa Ana Pavilion (Parade of Products), South Lawn, The Hangar	09/13/21-09/20/21	168,285.50
R-039-21	Adentope, Inc. dba Japan Product Promotion	OC Japan Fair	Cultural Festival (CULTU)	Los Alamitos Building (#14), Parking Lot I	10/14/21-10/18/21	58,584.00
R-043-21	International Interior Design Association Southern California Chapter	DesignConnect 2021	Consumer Show (CON)	The Hangar	10/19/21-10/19/21	12,161.50
R-046-21	Herpetorama, Inc.	Repticon	Consumer Show (CON)	Huntington Beach Building (#12)	11/12/21-11/15/21	20,961.50
R-048-21	California Online Public Schools	California Connections Academy Fall Festival	Banquet (BAN)	Country Meadows, Huntington Beach Building (#12), Santa Ana Pavilion (Parade of Products)	09/28/21-09/28/21	16,161.00
R-049-21	Pacific Symphony	Pacific Symphony - Tchaikovsky Spectacular	Concert (CONC)	Pacific Amphitheatre, Park Plaza, Parking Lot B, Plaza Pacifica, Plaza Pacifica Lobby	09/10/21-09/12/21	87,529.50
R-050-21	B & L Productions, Inc.	Crossroads of the West Gun Show	Consumer Show (CON)	Parking Lot I	08/25/21-08/30/21	46,481.00
R-051-21	Live Nation Worldwid Inc	Observatory Parking	Parking (PARK)	Parking Lot D, Parking Lot E, Parking Lot F	10/09/21-10/10/21	1,750.50
R-052-21	Englebrecht Promotions & Events	Fight Club OC	Competition/Tournament (COM)	The Hangar	08/25/21-08/26/21	14,697.25
R-053-21	Englebrecht Promotions & Events	Fight Club OC	Competition/Tournament (COM)	The Hangar	09/22/21-09/23/21	14,697.25
R-054-21	Englebrecht Promotions & Events	Fight Club OC	Competition/Tournament (COM)	The Hangar	10/13/21-10/14/21	14,697.25
R-059-21	Gem Faire, Inc.	Gem Faire	Consumer Show (CON)	Costa Mesa Building (#10), Main Mall, Santa Ana Pavilion (Parade of Products)	08/25/21-08/30/21	54,969.00
R-060-21	Winter Fun Festivals LLC	Night of Lights OC	Other (OTH)	Parking Lot A, Parking Lot H	11/08/21-01/09/22	192,439.38
R-061-21	Sue Yasger	Tommie Fomby Celebration	Banquet (BAN)	Club OC Plaza Pacifica West	07/27/21-07/27/21	1,573.00
R-062-21	Golden Star Technology	Golden Star Technology	Party (PAR)	Club OC Plaza Pacifica West	08/08/21-08/08/21	638.00
R-063-21	Ipsos Insight, LLC	Ipsos Insight, LLC	Research & Development (RD)	Huntington Beach Building (#12)	08/24/21-08/29/21	36,607.00
R-064-21	Gem Faire, Inc.	Gem Faire	Consumer Show (CON)	Costa Mesa Building (#10), Main Mall, Santa Ana Pavilion (Parade of Products)	10/06/21-10/11/21	54,969.00
R-068-21	Alzheimer's Orange County	Alzheimer's Orange County Hidden Gems	Fundraiser (FUNR)	The Hangar	10/15/21-10/17/21	18,742.75
R-069-21	SLD LLC	The Original O.C. Swap Meet	Consumer Show (CON)	Parking Lot D	09/04/2021	7,708.50
R-070-21	Vanguard University	Vanguard University - New Student Orientation Parking	Parking (PARK)	Parking Lot B	08/27/21-08/27/21	685.00
R-074-21	Power of One Foundation	Reunited States Tour - 20th Anniversary 9/11 Event	Concert (CONC)	The Hangar	09/10/21-09/12/21	13,716.50

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CONTRACT #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
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**AMENDMENTS**

CONTRACT #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-034-21 (Amend. #1)	B & L Productions, Inc.	Crossroads of the West Gun Show <i>Amended: Contract total</i>	Consumer Show (CON)	Parking Lot I	06/02/21-06/07/21	\$57,587.00
R-009-21 (Amend. #3)	County of Orange, County Executive Office/Real Estate	Covid Vaccinations at OC Fair <i>Amended: Covid Vaccination booth at the fair</i>	Other (OTH)	Costa Mesa Building (#10)	07/28/21-08/15/21	88,780.00
R-060-21 (Amend. #1)	Winter Fun Festivals LLC	Night of Lights OC <i>Amended: Additional contract verbabge revised</i>	Other (OTH)	1/2 Parking Lot A, 1/2 Parking Lot H	11/08/21-01/09/22	192,439.38
R-074-21 (Amend. #1)	Power of One Foundation	Reunited States Tour - 20th Anniversary 9/11 Event <i>Amended: Adding parking buyout</i>	Concert (CONC)	The Hangar	09/10/21-09/12/21	16,216.50

FORM F-31

REVIEWED\_\_\_\_\_

APPROVED\_\_\_\_\_

AGREEMENT NO. **R-007-21**

DATE **August 28, 2021**

FAIRTIME

INTERIM **XX**

### **RENTAL AGREEMENT**

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

#### **WITNESSETH:**

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

**September 13 - 20, 2021**

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

#### **See Exhibit A**

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

#### **Sand Sports Super Show**

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

**\$168,285.50**

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

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

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

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

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

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Tracy Feinsilver, Vice President Operations**

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



# EXHIBIT A

## Event Information

<b>Event Name:</b>	Sand Sports Super Show	<b>Contract No:</b>	R-007-21
<b>Contact Person:</b>	Aleshia Ward	<b>Phone:</b>	(407) 571-4576
<b>Event Date:</b>	09/17/2021 - 09/19/2021	<b>Hours:</b>	Friday: 4:00 PM - 10:00 PM Saturday: 9:00 AM - 7:00 PM Sunday: 9:00 AM - 4:00 PM
<b>Admission Price:</b>	Advance Sale Adult: \$15.00 Adult: \$20.00 Military: \$15.00 2 Day Pass: \$30.00 3 Day Pass: \$45.00		
<b>Vehicle Parking Fee:</b>	\$10.00 General Parking	<b>Projected Attendance:</b>	28,000

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Monday</b>			
Anaheim Building (#16)	09/13/2021 06:00 AM - 11:00 PM	Move In	No Charge
Costa Mesa Building (#10)	09/13/2021 10:00 AM - 11:00 PM	Move In	No Charge
Country Meadows	09/13/2021 06:00 AM - 11:00 PM	Move In	No Charge
Crafters Village	09/13/2021 06:00 AM - 11:00 PM	Move In	No Charge
Huntington Beach Building (#12)	09/13/2021 06:00 AM - 11:00 PM	Move In	No Charge
Los Alamitos Building (#14)	09/13/2021 06:00 AM - 11:00 PM	Move In	No Charge
Main Mall	09/13/2021 06:00 AM - 11:00 PM	Move In	No Charge
OC Promenade (Span)	09/13/2021 06:00 AM - 11:00 PM	Move In	No Charge
Park Plaza	09/13/2021 06:00 AM - 11:00 PM	Move In	No Charge
Parking Lot I	09/13/2021 06:00 AM - 11:00 PM	Move In	No Charge
Parking Lot P	09/13/2021 06:00 AM - 11:00 PM	Move In	No Charge
Plaza Pacifica	09/13/2021 06:00 AM - 11:00 PM	Move In	No Charge
Santa Ana Pavilion (Parade of Products)	09/13/2021 06:00 AM - 11:00 PM	Move In	No Charge
South Lawn	09/13/2021 06:00 AM - 11:00 PM	Move In	No Charge
The Hangar	09/13/2021 06:00 AM - 11:00 PM	Move In	No Charge
<b>Tuesday</b>			
Anaheim Building (#16)	09/14/2021 06:00 AM - 11:00 PM	Move In	No Charge
Costa Mesa Building (#10)	09/14/2021 06:00 AM - 11:00 PM	Move In	No Charge
Country Meadows	09/14/2021 06:00 AM - 11:00 PM	Move In	No Charge
Crafters Village	09/14/2021 06:00 AM - 11:00 PM	Move In	No Charge
Huntington Beach Building (#12)	09/14/2021 06:00 AM - 11:00 PM	Move In	No Charge
Los Alamitos Building (#14)	09/14/2021 06:00 AM - 11:00 PM	Move In	No Charge
Main Mall	09/14/2021 06:00 AM - 11:00 PM	Move In	No Charge
OC Promenade (Span)	09/14/2021 06:00 AM - 11:00 PM	Move In	No Charge
Park Plaza	09/14/2021 06:00 AM - 11:00 PM	Move In	No Charge
Parking Lot I	09/14/2021 06:00 AM - 11:00 PM	Move In	No Charge
Parking Lot P	09/14/2021 06:00 AM - 11:00 PM	Move In	No Charge
Plaza Pacifica	09/14/2021 06:00 AM - 11:00 PM	Move In	No Charge
Santa Ana Pavilion (Parade of Products)	09/14/2021 06:00 AM - 11:00 PM	Move In	No Charge
South Lawn	09/14/2021 06:00 AM - 11:00 PM	Move In	No Charge
The Hangar	09/14/2021 06:00 AM - 11:00 PM	Move In	No Charge
<b>Wednesday</b>			
Anaheim Building (#16)	09/15/2021 06:00 AM - 11:00 PM	Move In	No Charge
Costa Mesa Building (#10)	09/15/2021 06:00 AM - 11:00 PM	Move In	No Charge
Country Meadows	09/15/2021 06:00 AM - 11:00 PM	Move In	No Charge
Crafters Village	09/15/2021 06:00 AM - 11:00 PM	Move In	No Charge
Huntington Beach Building (#12)	09/15/2021 06:00 AM - 11:00 PM	Move In	No Charge
Los Alamitos Building (#14)	09/15/2021 06:00 AM - 11:00 PM	Move In	No Charge
Main Mall	09/15/2021 06:00 AM - 11:00 PM	Move In	No Charge
OC Promenade (Span)	09/15/2021 06:00 AM - 11:00 PM	Move In	No Charge
Park Plaza	09/15/2021 06:00 AM - 11:00 PM	Move In	No Charge
Parking Lot I	09/15/2021 06:00 AM - 11:00 PM	Move In	No Charge

# EXHIBIT A

Event Information			
Parking Lot P	09/15/2021 06:00 AM - 11:00 PM	Move In	No Charge
Plaza Pacifica	09/15/2021 06:00 AM - 11:00 PM	Move In	No Charge
Santa Ana Pavilion (Parade of Products)	09/15/2021 06:00 AM - 11:00 PM	Move In	No Charge
South Lawn	09/15/2021 06:00 AM - 11:00 PM	Move In	No Charge
The Hangar	09/15/2021 06:00 AM - 11:00 PM	Move In	No Charge
<b>Thursday</b>			
Anaheim Building (#16)	09/16/2021 06:00 AM - 11:00 PM	Move In	No Charge
Costa Mesa Building (#10)	09/16/2021 06:00 AM - 11:00 PM	Move In	No Charge
Country Meadows	09/16/2021 06:00 AM - 11:00 PM	Move In	No Charge
Crafters Village	09/16/2021 06:00 AM - 11:00 PM	Move In	No Charge
Huntington Beach Building (#12)	09/16/2021 06:00 AM - 11:00 PM	Move In	No Charge
Los Alamitos Building (#14)	09/16/2021 06:00 AM - 11:00 PM	Move In	No Charge
Main Mall	09/16/2021 06:00 AM - 11:00 PM	Move In	No Charge
OC Promenade (Span)	09/16/2021 06:00 AM - 11:00 PM	Move In	No Charge
Park Plaza	09/16/2021 06:00 AM - 11:00 PM	Move In	No Charge
Parking Lot I	09/16/2021 06:00 AM - 11:00 PM	Move In	No Charge
Parking Lot P	09/16/2021 06:00 AM - 11:00 PM	Move In	No Charge
Plaza Pacifica	09/16/2021 06:00 AM - 11:00 PM	Move In	No Charge
Santa Ana Pavilion (Parade of Products)	09/16/2021 06:00 AM - 11:00 PM	Move In	No Charge
South Lawn	09/16/2021 06:00 AM - 11:00 PM	Move In	No Charge
The Hangar	09/16/2021 06:00 AM - 11:00 PM	Move In	No Charge
<b>Friday</b>			
Anaheim Building (#16)	09/17/2021 04:00 PM - 10:00 PM	Event	% of Gross*
Costa Mesa Building (#10)	09/17/2021 04:00 PM - 10:00 PM	Event	% of Gross*
Country Meadows	09/17/2021 04:00 PM - 10:00 PM	Event	% of Gross*
Crafters Village	09/17/2021 04:00 PM - 10:00 PM	Event	% of Gross*
Huntington Beach Building (#12)	09/17/2021 04:00 PM - 10:00 PM	Event	% of Gross*
Los Alamitos Building (#14)	09/17/2021 04:00 PM - 10:00 PM	Event	% of Gross*
Main Mall	09/17/2021 04:00 PM - 10:00 PM	Event	% of Gross*
OC Promenade (Span)	09/17/2021 04:00 PM - 10:00 PM	Event	% of Gross*
Park Plaza	09/17/2021 04:00 PM - 10:00 PM	Event	% of Gross*
Parking Lot I	09/17/2021 04:00 PM - 10:00 PM	Event	% of Gross*
Parking Lot P	09/17/2021 04:00 PM - 10:00 PM	Event	% of Gross*
Plaza Pacifica	09/17/2021 04:00 PM - 10:00 PM	Event	% of Gross*
Santa Ana Pavilion (Parade of Products)	09/17/2021 04:00 PM - 10:00 PM	Event	% of Gross*
South Lawn	09/17/2021 04:00 PM - 10:00 PM	Event	% of Gross*
The Hangar	09/17/2021 04:00 PM - 10:00 PM	Event	% of Gross*
<b>Saturday</b>			
Anaheim Building (#16)	09/18/2021 09:00 AM - 07:00 PM	Event	% of Gross*
Costa Mesa Building (#10)	09/18/2021 09:00 AM - 07:00 PM	Event	% of Gross*
Country Meadows	09/18/2021 09:00 AM - 07:00 PM	Event	% of Gross*
Crafters Village	09/18/2021 09:00 AM - 07:00 PM	Event	% of Gross*
Huntington Beach Building (#12)	09/18/2021 09:00 AM - 07:00 PM	Event	% of Gross*
Los Alamitos Building (#14)	09/18/2021 09:00 AM - 07:00 PM	Event	% of Gross*
Main Mall	09/18/2021 09:00 AM - 07:00 PM	Event	% of Gross*
OC Promenade (Span)	09/18/2021 09:00 AM - 07:00 PM	Event	% of Gross*
Park Plaza	09/18/2021 09:00 AM - 07:00 PM	Event	% of Gross*
Parking Lot I	09/18/2021 09:00 AM - 07:00 PM	Event	% of Gross*
Parking Lot P	09/18/2021 09:00 AM - 07:00 PM	Event	% of Gross*
Plaza Pacifica	09/18/2021 09:00 AM - 07:00 PM	Event	% of Gross*
Santa Ana Pavilion (Parade of Products)	09/18/2021 09:00 AM - 07:00 PM	Event	% of Gross*
South Lawn	09/18/2021 09:00 AM - 07:00 PM	Event	% of Gross*
The Hangar	09/18/2021 09:00 AM - 07:00 PM	Event	% of Gross*

# EXHIBIT A

## Event Information

### Sunday

Anaheim Building (#16)	09/19/2021 09:00 AM - 04:00 PM	Event	% of Gross*
Costa Mesa Building (#10)	09/19/2021 09:00 AM - 04:00 PM	Event	% of Gross*
Country Meadows	09/19/2021 09:00 AM - 04:00 PM	Event	% of Gross*
Crafters Village	09/19/2021 09:00 AM - 04:00 PM	Event	% of Gross*
Huntington Beach Building (#12)	09/19/2021 09:00 AM - 04:00 PM	Event	% of Gross*
Los Alamitos Building (#14)	09/19/2021 09:00 AM - 04:00 PM	Event	% of Gross*
Main Mall	09/19/2021 09:00 AM - 04:00 PM	Event	% of Gross*
OC Promenade (Span)	09/19/2021 09:00 AM - 04:00 PM	Event	% of Gross*
Park Plaza	09/19/2021 09:00 AM - 04:00 PM	Event	% of Gross*
Parking Lot I	09/19/2021 09:00 AM - 04:00 PM	Event	% of Gross*
Parking Lot P	09/19/2021 09:00 AM - 04:00 PM	Event	% of Gross*
Plaza Pacifica	09/19/2021 09:00 AM - 04:00 PM	Event	% of Gross*
Santa Ana Pavilion (Parade of Products)	09/19/2021 09:00 AM - 04:00 PM	Event	% of Gross*
South Lawn	09/19/2021 09:00 AM - 04:00 PM	Event	% of Gross*
The Hangar	09/19/2021 09:00 AM - 04:00 PM	Event	% of Gross*

### Monday

Anaheim Building (#16)	09/20/2021 06:00 AM - 11:00 PM	Move Out	No Charge
Costa Mesa Building (#10)	09/20/2021 06:00 AM - 11:00 PM	Move Out	No Charge
Country Meadows	09/20/2021 06:00 AM - 11:00 PM	Move Out	No Charge
Crafters Village	09/20/2021 06:00 AM - 11:00 PM	Move Out	No Charge
Huntington Beach Building (#12)	09/20/2021 06:00 AM - 11:00 PM	Move Out	No Charge
Los Alamitos Building (#14)	09/20/2021 06:00 AM - 11:00 PM	Move Out	No Charge
Main Mall	09/20/2021 06:00 AM - 11:00 PM	Move Out	No Charge
OC Promenade (Span)	09/20/2021 06:00 AM - 11:00 PM	Move Out	No Charge
Park Plaza	09/20/2021 06:00 AM - 11:00 PM	Move Out	No Charge
Parking Lot I	09/20/2021 06:00 AM - 11:00 PM	Move Out	No Charge
Parking Lot P	09/20/2021 06:00 AM - 11:00 PM	Move Out	No Charge
Plaza Pacifica	09/20/2021 06:00 AM - 11:00 PM	Move Out	No Charge
Santa Ana Pavilion (Parade of Products)	09/20/2021 06:00 AM - 11:00 PM	Move Out	No Charge
South Lawn	09/20/2021 06:00 AM - 11:00 PM	Move Out	No Charge
The Hangar	09/20/2021 06:00 AM - 11:00 PM	Move Out	No Charge

**Total:** \*See Facility Fee

**\*Facility Rental Fee - - OCFEC shall retain twenty percent (20%) of all Gross Admissions Revenue up to One Hundred Thousand Dollars (\$100,000) and fifteen percent (15%) of all Gross Admissions Revenue over One Hundred Thousand Dollars (\$100,000) from the Sand Sports Super Show.**

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

## Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
10 MB Internet - Hard Line	09/14/2021 - 09/19/2021	2.00 EA	150.00 EA/DAY	1,800.00
20 Amp Drop	Estimate 64	64.00 EA	25.00 EA	1,600.00
30 Amp Drop	TBD	TBD EA	50.00 EA	TBD
50 Amp Drop	Estimate 25	25.00 EA	70.00 EA	1,750.00
100 Amp Drop	Estimate 5	5.00 EA	180.00 EA	900.00
200 Amp Drop	Estimate 5	5.00 EA	360.00 EA	1,800.00
400 Amp Drop	TBD	TBD EA	720.00 EA	TBD
40 Yard Dumpster	Estimate 12	12.00 EA	199.00 EA	2,388.00
Barricade (Plastic)	Estimate 61	61.00 EA	15.00 EA	915.00
Bench (Metal)	Estimate 32	32.00 EA	15.00 EA	480.00
Bleacher (100 Seat Section)	TBD	TBD EA	250.00 EA	TBD
Cable Ramp	Estimate 165	165.00 EA	15.00 EA	2,475.00

# EXHIBIT A

Event Information						
Chair (Individual)	TBD	TBD	EA	2.50	EA	TBD
Cube Tower	Estimate 4	4.00	EA	100.00	EA	400.00
Dumpster	TBD	TBD	EA	19.00	EA	TBD
Electrical Splitter Box	Estimate 95	95.00	EA	55.00	EA	5,225.00
Electrical Usage	Estimate Only	1.00	EA	4,000.00	EVT	4,000.00
Forklift	Estimate 130 Hours	130.00	HR	75.00	HR	9,750.00
Forklift (40 Yard Dumpster)	Estimate 52 Hours	52.00	HR	75.00	HR	3,900.00
Hang Tag - 3 Day	Estimate 775	775.00	EA	15.00	EA	11,625.00
Man Lift	Estimate 4 Hours	4.00	HR	75.00	HR	300.00
Marquee Board (4 Consecutive Weeks)	08/23/2021 - 09/19/2021	4.00	EA	Included		Included
Overall Public Address System	09/17/2021 - 09/19/2021	1.00	EA	250.00	EA/DAY	750.00
Picnic Table (Rectangular & Round)	Estimate 50	50.00	EA	15.00	EA	750.00
Portable Electronic Message Board	09/17/2021 - 09/19/2021	4.00	EA	75.00	EA/DAY	900.00
Projector (12,000 Lumens)	TBD	TBD	EA	3,000.00	EA/DAY	TBD
Projector Screen in Hangar	TBD	TBD	EA	300.00	EA/DAY	TBD
Roller w/Operator	Estimate 2 Hours	2.00	HR	75.00	HR	150.00
RV Camping (Campground)	TBD	TBD	EA	45.00	EA/DAY	TBD
Scissor Lift	Estimate 10 Hours	10.00	HR	75.00	HR	750.00
Signage Pole	Estimate 6	6.00	EA	75.00	EA	450.00
Signage/Banners	TBD	TBD	EVT	TBD	EVT	TBD
Stanchion	TBD	TBD	EA	5.00	EA	TBD
Sweeper (In-House)	Estimate 30 Hours	30.00	HR	75.00	HR	2,250.00
Ticket Booth (Double Window)	Estimate 9	9.00	EA	100.00	EA	900.00
Tonnage Weight (40 Yard Dumpster)	Estimate 19 Tons	19.00	TON	75.00	TON	1,425.00
Tractor w/Operator	Estimate 4 Hours	4.00	HR	75.00	HR	300.00
Trussing Unit	Estimate 2	2.00	EA	100.00	EA	200.00
Umbrella w/Stand	Estimate 50	50.00	EA	15.00	EA	750.00
Water Truck (Includes Water)	TBD	TBD	HR	80.00	HR	TBD
Wireless Internet Router	Estimate 2	2.00	EA	75.00	EA	150.00
Yellow Bollard	Estimate 13	13.00	EA	15.00	EA	195.00

**Total: 59,228.00**

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Admissions/Parking Sales</u>						
Ticket Auditor	Estimate 13 Hours	13.00	HR	25.00	HR	325.00
<u>Creative Services</u>						
Creative Services	Estimate 4 Hours	4.00	HR	50.00	HR	200.00
<u>Event Operations</u>						
<u>Set Up</u>						
Grounds Attendant	Estimate 80 Hours	80.00	HR	25.00	HR	2,000.00
Janitorial Attendant	Estimate 56 Hours	56.00	HR	25.00	HR	1,400.00
Electrician	Estimate 107 Hours	107.00	HR	62.50	HR	6,687.50
Plumber	Estimate 16 Hours	16.00	HR	62.50	HR	1,000.00
<u>Event Day</u>						
Grounds Attendant Lead	09/17/2021 02:00PM - 11:00PM	1.00	EA	30.00	HR	270.00
Grounds Attendant	09/17/2021 02:00PM - 11:00PM	5.00	EA	25.00	HR	1,125.00
Janitorial Attendant Lead	09/17/2021 02:00PM - 12:00AM	1.00	EA	30.00	HR	300.00
Janitorial Attendant	09/17/2021 02:00PM - 12:00AM	18.00	EA	25.00	HR	4,500.00
Electrician	09/17/2021 03:00PM - 10:00PM	1.00	EA	62.50	HR	437.50
Plumber	09/17/2021 03:00PM - 10:00PM	1.00	EA	62.50	HR	437.50

# EXHIBIT A

Event Information						
Grounds Attendant Lead	09/18/2021 08:00AM - 09:00PM	1.00	EA	30.00	HR	390.00
Grounds Attendant	09/18/2021 08:00AM - 08:00PM	7.00	EA	25.00	HR	2,100.00
Janitorial Attendant Lead	09/18/2021 08:00AM - 09:00PM	1.00	EA	30.00	HR	390.00
Janitorial Attendant	09/18/2021 08:00AM - 09:00PM	22.00	EA	25.00	HR	7,150.00
Electrician	09/18/2021 08:00AM - 07:00PM	1.00	EA	62.50	HR	687.50
Plumber	09/18/2021 08:00AM - 07:00PM	1.00	EA	62.50	HR	687.50
Grounds Attendant Lead	09/19/2021 08:00AM - 05:00PM	1.00	EA	30.00	HR	270.00
Grounds Attendant	09/19/2021 08:00AM - 05:00PM	7.00	EA	25.00	HR	1,575.00
Janitorial Attendant Lead	09/19/2021 08:00AM - 04:00PM	1.00	EA	30.00	HR	240.00
Janitorial Attendant	09/19/2021 08:00AM - 04:00PM	22.00	EA	25.00	HR	4,400.00
Electrician	09/19/2021 08:00AM - 04:00PM	1.00	EA	62.50	HR	500.00
Plumber	09/19/2021 08:00AM - 04:00PM	1.00	EA	62.50	HR	500.00
<b>Clean Up</b>						
Grounds Attendant Lead	Estimate 16 Hours	16.00	HR	30.00	HR	480.00
Grounds Attendant	Estimate 64 Hours	64.00	HR	25.00	HR	1,600.00
Janitorial Attendant	Estimate 40 Hours	40.00	HR	25.00	HR	1,000.00
Electrician	Estimate 76 Hours	76.00	HR	62.50	HR	4,750.00
Plumber	Estimate 8 Hours	8.00	HR	62.50	HR	500.00
<b><u>Event Sales &amp; Services</u></b>						
Event Coordinator	09/17/2021 03:00PM - 11:00PM	1.00	EA	50.00	HR	400.00
Event Coordinator	09/18/2021 08:00AM - 11:00PM	1.00	EA	50.00	HR	750.00
Event Coordinator	09/19/2021 08:00AM - 05:00PM	1.00	EA	50.00	HR	450.00
<b><u>Parking</u></b>						
<b>Set Up</b>						
Parking Attendant Lead	09/15/2021 06:00AM - 10:00PM	2.00	EA	30.00	HR	960.00
Parking Attendant	09/15/2021 06:00AM - 10:00PM	5.00	EA	25.00	HR	2,000.00
Parking Attendant Lead	09/16/2021 06:00AM - 05:00PM	2.00	EA	30.00	HR	660.00
Parking Attendant	09/16/2021 06:00AM - 05:00PM	5.00	EA	25.00	HR	1,375.00
<b>Clean Up</b>						
Parking Attendant	09/20/2021 04:00PM - 06:00PM	4.00	EA	25.00	HR	200.00
<b><u>Safety &amp; Security</u> **</b>						
Security Attendant Lead	09/16/2021 07:00AM - 09:00PM	1.00	EA	30.00	HR	420.00
Security Attendant	09/16/2021 07:00AM - 09:00PM	12.00	EA	25.00	HR	4,200.00
Security Attendant - Overnight	09/16/2021 09:00PM - 09:00AM	7.00	EA	25.00	HR	2,100.00
Security Attendant - Gap	09/17/2021 09:00AM - 02:00PM	6.00	EA	25.00	HR	750.00
Security Attendant - Overnight	09/17/2021 11:00PM - 08:00AM	7.00	EA	25.00	HR	1,575.00
Security Attendant - Overnight	09/18/2021 08:00PM - 07:00AM	7.00	EA	25.00	HR	1,925.00
Security Attendant	09/19/2021 05:00 PM - 09:00PM	5.00	EA	25.00	HR	500.00
Security Attendant - Overnight	09/19/2021 09:00PM - 08:00AM	3.00	EA	25.00	HR	825.00
**Additional event day security coverage must be provided by an outside contractor at a minimum of 640 hours, consisting of one (1) security attendant lead and nineteen (19) security attendants over the course of Friday through Sunday event hours. Outside contractor labor fees may vary based on applicable service provider rates. Final invoice to be paid directly to outside contractor by Bonnier Corporation.						
<b><u>Technology</u></b>						
<b>Set Up</b>						
Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00
Technology Attendant	Estimate 3 Hours	3.00	HR	50.00	HR	150.00

# EXHIBIT A

## Event Information

### Event Day

Technology Attendant	09/17/2021 04:00PM - 10:00PM	1.00	EA	50.00	HR	300.00
Technology Attendant	09/18/2021 09:00AM - 07:00PM	1.00	EA	50.00	HR	500.00
Technology Attendant	09/19/2021 09:00AM - 04:00PM	1.00	EA	50.00	HR	350.00
Technology Attendant - Tear Down	Estimate 3 Hours	3.00	HR	50.00	HR	150.00

### Outside Services

Orange County Sheriff Services	09/17/2021 - 09/19/2021 Estimate Only	1.00	EA	2,000.00	EA/DAY	6,000.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	5.00	HR	263.00	HR	1,315.00
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	5,200.00	EVT	5,200.00

### Insurance

S.E.L.I. Group Insurance	TBD	TBD	EA	TBD	EA/DAY	TBD
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**Total: 79,057.50**

### Summary

Facility Rental Total	*% of Gross
Estimated Equipment, Reimbursable Personnel and Services Total	\$138,285.50
Refundable Deposit	\$10,000.00

**Grand Total: \$148,285.50**

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$148,285.50
Second Payment *	09/16/2021	\$20,000.00
Final Payment**	09/24/2021	TBD

*\*Based on 20% of first \$100,000 Gross Admissions Revenue.*

*\*\*Final payment of Facility Fee TBD based on 2021 Gross Admissions Revenue.*

**Total: \$168,285.50**

**Please Remit Payment in \*Check Only\***

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

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

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

# EXHIBIT A

## Event Information

### ADMISSIONS REQUIREMENTS

#### **Pre Event**

- On **Thursday - September 16, 2021** (prior to the Sand Sports Super Show opening day), OCFEC staff auditors shall receive an online ticket report for all presale and online ticket sales.

#### **Event Days**

- On **Friday - September 17, 2021** through **Sunday - September 19, 2021**, OCFEC staff auditors shall receive a daily and event-to-date report at the conclusion of each event day.
- Final cumulative report is to be submitted to OCFEC on **Sunday - September 19, 2021** at the conclusion of the event

#### **Facility Rental Fee**

- \$20,000 partial payment of the percent of Gross Admissions Facility Fee is due no later than **Thursday - September 16, 2021**. Final payment of the Gross Admissions Facility Fee is due no later than **Friday - September 24, 2021**. Payment is to be submitted by Cashier's Check or Bank Wire.

### ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

It is mutually understood that any additions to this agreement shall be achieved through either a signed amendment or service order. The 32nd District Agricultural Association dba OC Fair & Event Center ("OCFEC" or the "District") will make every effort to contain the need to add services and equipment placement. It is agreed, however, that safety and security additions deemed necessary, as determined by OCFEC management for purpose of protecting all persons on OCFEC property, are not negotiable and will not be compromised.

### BANNERS

All banner locations and sizes must be reviewed and approved by OCFEC. See OCFEC Signage Guide.

### CANNABIS EVENTS

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

### CANOPIES / TENTS

All outdoor canopies and tents must be secured properly via weights or staked into the ground. OCFEC must approve all staking locations prior to set up. Canopies and tents are not permitted inside OCFEC buildings or breezeways per the State Fire Marshal.

### CANS AND GLASS

Cans and/or glass bottles are not permitted on OCFEC property. All beverages in glass or can containers must be poured into disposable cups. Please contact your OCFEC Event Coordinator for details.

### DRONES

OCFEC bans the use of all remotely controlled devices such as aircraft, cars, etc.

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

### EVENT PROGRAM POLICIES AND PROCEDURES

As specified on page 1 of this Rental Agreement, the Event Sales & Services Policies & Procedures Handbook is a part of this Agreement, and Renter agrees to abide by said Policies and Procedures. The handbook is located on the OC Fair & Event Center website, and can also be accessed at <https://ocfair.com/wpcontent/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf>

### EXHIBIT V

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



# EXHIBIT A

## Event Information

### **FACILITY RENTAL FEES & REIMBURSABLE EXPENSES**

OCFEC shall receive the above specified percent of Gross Admissions Revenue in advance of event opening to cover partial Facility Rental Fees. Balance of OCFEC's Gross Admissions share will be collected at final settlement. All additional reimbursable expenses shall be itemized and deducted from the refundable deposit.

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

All food and beverage service must be discussed with and approved by Spectra, the OCFEC Master Concessionaire. Spectra will increase the price of beer by \$1.00. Bonnier Corporation will then receive a \$1.00 rebate per unit of beer sold, less CA Sales Tax.

### **PEPSI BEVERAGES**

The OCFEC is a Pepsi only facility. All canned or bottled beverages offered for sale must be approved **PEPSI** products. No glass bottles permitted. **All beverages in glass or can containers must be poured into disposable cups.**

### **RIGGING**

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

### **SECURITY**

Security staffing requirements are subject to change at the discretion of the OCFEC Safety Department. **No armed security is allowed on site**, with the exception of the Orange County Sheriffs.

### **SOUND ORDINANCE**

Per City Ordinance, loud noise is not allowed during move in and move out between the hours of 9:00 PM to 8:00 AM. Please refer to Exhibit E. Sound Monitor/Engineer must be on site for sound check and all music performances. **All outside (on grounds) amplified music/sound must end by 10:00 PM on Friday and Saturday, and by 9:00 PM Sunday through Thursday unless otherwise approved in writing by OCFEC.** Bull horns or similar devices are not allowed. Vendors are prohibited from playing any sound systems (radios, public address systems, portable speakers, etc) that create amplified sound. Any proposed outdoor music/sound producing entertainment (i.e. - DJ, stage performance, etc) must be discussed with and approved by OCFEC Sound Engineer prior to the event. **Installation of suitable barriers is required by OCFEC as a sound mitigation measure (see above sound mitigation terms).** **Should the Sound Engineer/Sound Monitor or Event Coordinator request that the volume of music, sound or noise be lowered or turned off, Bonnier Corporation must comply with request.**

### **STATE FIRE MARSHAL**

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

### **TEMPORARY STRUCTURES**

Per State Fire Marshal, the company providing temporary structures such as stages, bleachers, cargo containers, etc must provide a letter stating that temporary structures have been installed and set up per manufacturer's specifications.

### **TENT STAKING**

Placement of tent stakes must be approved by the OCFEC Facilities/Maintenance Department to avoid hitting infrastructure located underground. Please contact your Event Coordinator to make arrangements.



FORM F-31

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

AGREEMENT NO. **R-039-21**

DATE **July 29, 2021**

FAIRTIME

INTERIM **XX**

### **RENTAL AGREEMENT**

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

#### **WITNESSETH:**

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

**October 14 - 18, 2021**

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

#### **See Exhibit A**

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

#### **OC Japan Fair**

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

**\$58,425.25**

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

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

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

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

**Adentope, Inc. dba Japan Product Promotion**  
**1405 Marcelina Avenue, #104**  
**Torrance, CA 90501**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: **Masataka Taguchi, Producer**

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

# EXHIBIT A

## Event Information

<b>Event Name:</b>	OC Japan Fair	<b>Contract No:</b>	R-039-21
<b>Contact Person:</b>	Masataka Taguchi	<b>Phone:</b>	(310) 782-8279
<b>Event Date:</b>	10/15/2021 - 10/17/2021	<b>Hours:</b>	Friday: 5:00 PM - 11:00 PM Saturday: 12:00 PM - 10:00 PM Sunday: 10:00 AM - 5:00 PM

**Admission Price:** TBD

**Vehicle Parking Fee:** \$10.00 General Parking **Projected Attendance:** 15,000

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Thursday</b>			
1/2 Parking Lot I	10/14/2021 08:00 AM - 05:00 PM	Move In	512.50
<b>Friday</b>			
Los Alamitos Building (#14)	10/15/2021 08:00 AM - 05:00 PM	Move In	No Charge
1/2 Parking Lot I	10/15/2021 08:00 AM - 05:00 PM	Move In	No Charge
Los Alamitos Building (#14)	10/15/2021 05:00 PM - 11:00 PM	Event	3,125.00
1/2 Parking Lot I	10/15/2021 05:00 PM - 11:00 PM	Event	1,025.00
<b>Saturday</b>			
Los Alamitos Building (#14)	10/16/2021 12:00 PM - 10:00 PM	Event	3,125.00
1/2 Parking Lot I	10/16/2021 12:00 PM - 10:00 PM	Event	1,025.00
<b>Sunday</b>			
Los Alamitos Building (#14)	10/17/2021 10:00 AM - 05:00 PM	Event	3,125.00
1/2 Parking Lot I	10/17/2021 10:00 AM - 05:00 PM	Event	1,025.00
<b>Monday</b>			
Los Alamitos Building (#14)	10/18/2021 06:00 AM - 11:59 AM	Move Out	No Charge
1/2 Parking Lot I	10/18/2021 08:00 AM - 11:59 AM	Move Out	No Charge

**Total: 12,962.50**

Hosting of this event in the above specified space, Los Alamitos Building and Parking Lot I, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also insurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.

**Move out must be completed by 11:59 AM Monday - October 18, 2021 to avoid additional**

## Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
25 MB Internet - Hard Line	TBD	TBD EA	250.00 EA/DAY	TBD
20 Amp Drop	Estimate 5	5.00 EA	25.00 EA	125.00
50 Amp Drop	Estimate 3	3.00 EA	70.00 EA	210.00
200 Amp Drop	Estimate 1	1.00 EA	360.00 EA	360.00
40 Yard Dumpster	Estimate 3	3.00 EA	199.00 EA	597.00
4-Channel Audio Mixer	Estimate 1	1.00 EA	35.00 EA	35.00
Barricade (Plastic)	Estimate 50	50.00 EA	15.00 EA	750.00
Cable Ramp	Estimate 58	58.00 EA	15.00 EA	870.00
Dumpster	TBD	TBD EA	19.00 EA	TBD
Electrical Splitter Box	Estimate 20	20.00 EA	55.00 EA	1,100.00
Electrical Usage	Estimate Only	1.00 EA	2,500.00 EVT	2,500.00
Forklift	Estimate 14 Hours	14.00 HR	75.00 HR	1,050.00
Forklift (40 Yard Dumpsters)	Estimate 22 Hours	22.00 HR	75.00 HR	1,650.00
Hang Tag - 3 Day	Estimate 90	90.00 EA	15.00 EA	1,350.00
Man Lift	TBD	TBD HR	75.00 HR	TBD
Marquee Board	09/20/2021 - 10/17/2021	1.00 EA	Included	Included
Picnic Table (Rectangular & Round)	Estimate 55	55.00 EA	15.00 EA	825.00
Portable Electronic Message Board	10/15/2021 - 10/17/2021	2.00 EA	75.00 EA/DAY	450.00

# EXHIBIT A

Event Information						
Pressure Washer	Estimate 4 Hours	4.00	HR	75.00	HR	300.00
Public Address System (Per Building)	10/15/2021 - 10/17/2021	1.00	EA	75.00	EA/DAY	225.00
Scissor Lift	Estimate 4 Hours	4.00	HR	75.00	HR	300.00
Stanchion	Estimate 8	8.00	EA	5.00	EA	40.00
Sweeper (In-House)	Estimate 14 Hours	14.00	HR	75.00	HR	1,050.00
Ticket Booth (Double Window)	Estimate 2	2.00	EA	100.00	EA	200.00
Tonnage Weight (40 Yard Dumpster)	Estimate 5 Tons	5.00	TON	75.00	TON	375.00
Umbrella w/ Stand	TBD	TBD	EA	15.00	EA	TBD
Water Truck (Includes Water)	TBD	TBD	HR	80.00	HR	TBD
Total:						14,362.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
<b>Set Up</b>						
Grounds Attendant	Estimate 16 Hours	16.00	HR	25.00	HR	400.00
Janitorial Attendant	Estimate 4 Hours	4.00	HR	25.00	HR	100.00
Electrician	Estimate 15 Hours	15.00	HR	62.50	HR	937.50
Plumber	Estimate 3 Hours	3.00	HR	62.50	HR	187.50
<b>Event Day</b>						
Grounds Attendant Lead	10/15/2021 03:00PM - 12:00AM	1.00	EA	30.00	HR	270.00
Grounds Attendant	10/15/2021 03:00PM - 12:00AM	4.00	EA	25.00	HR	900.00
Janitorial Attendant	10/15/2021 03:00PM - 12:00AM	8.00	EA	25.00	HR	1,800.00
Electrician	10/15/2021 03:00PM - 12:00AM	1.00	EA	62.50	HR	562.50
Grounds Attendant Lead	10/16/2021 11:00AM - 11:00PM	1.00	EA	30.00	HR	360.00
Grounds Attendant	10/16/2021 11:00AM - 11:00PM	4.00	EA	25.00	HR	1,200.00
Janitorial Attendant	10/16/2021 11:00AM - 11:00PM	8.00	EA	25.00	HR	2,400.00
Electrician	10/16/2021 11:00AM - 11:00PM	1.00	EA	62.50	HR	750.00
Grounds Attendant Lead	10/17/2021 09:00AM - 06:00PM	1.00	EA	30.00	HR	270.00
Grounds Attendant	10/17/2021 09:00AM - 06:00PM	4.00	EA	25.00	HR	900.00
Janitorial Attendant	10/17/2021 09:00AM - 06:00PM	8.00	EA	25.00	HR	1,800.00
Electrician	10/17/2021 09:00AM - 05:00PM	1.00	EA	62.50	HR	500.00
<b>Clean Up</b>						
Grounds Attendant Lead	Estimate 5 Hours	5.00	HR	30.00	HR	150.00
Grounds Attendant	Estimate 16 Hours	16.00	HR	25.00	HR	400.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	25.00	HR	200.00
Electrician	Estimate 12 Hours	12.00	HR	62.50	HR	750.00
Plumber	Estimate 1 Hour	1.00	HR	62.50	HR	62.50
<u>Event Sales &amp; Services</u>						
Event Coordinator	10/15/2021 04:00PM - 12:00AM	1.00	EA	50.00	HR	400.00
Event Coordinator	10/16/2021 11:00AM - 11:00PM	1.00	EA	50.00	HR	600.00
Event Coordinator	10/17/2021 09:00AM - 06:00PM	1.00	EA	50.00	HR	450.00
<u>Parking</u>						
Parking Attendant Lead	Estimate 9 Hours	9.00	HR	30.00	HR	270.00
Parking Attendant	Estimate 27 Hours	27.00	HR	25.00	HR	675.00

# EXHIBIT A

Event Information						
<b><u>Safety &amp; Security</u></b>						
Security Attendant Lead	10/15/2021 04:30PM - 11:30PM	1.00	EA	30.00	HR	210.00
Security Attendant	10/15/2021 04:30PM - 11:30PM	9.00	EA	25.00	HR	1,575.00
Security Attendant - Overnight	10/15/2021 11:00PM - 08:00AM	1.00	EA	25.00	HR	225.00
Security Attendant Lead	10/16/2021 11:30AM - 10:30PM	1.00	EA	30.00	HR	330.00
Security Attendant	10/16/2021 11:30AM - 10:30PM	9.00	EA	25.00	HR	2,475.00
Security Attendant - Overnight	10/16/2021 10:00PM - 08:00AM	1.00	EA	25.00	HR	250.00
Security Attendant Lead	10/17/2021 09:30AM - 05:30PM	1.00	EA	30.00	HR	240.00
Security Attendant	10/17/2021 09:30AM - 05:30PM	9.00	EA	25.00	HR	1,800.00
<b><u>Technology</u></b>						
Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00
<b><u>Outside Services</u></b>						
Emergency Medical Services	10/15/2021 04:30PM - 11:30PM	2.00	EA	26.00	HR	364.00
Emergency Medical Services	10/16/2021 11:30AM - 10:30PM	2.00	EA	26.00	HR	572.00
Emergency Medical Services	10/17/2021 09:30AM - 05:30PM	2.00	EA	26.00	HR	416.00
Sound Engineer	10/15/2021 - 10/17/2021	1.00	EA	750.00	EA/DAY	2,250.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	2.50	HR	263.00	HR	657.50
<b>Total:</b>						<b>28,759.50</b>

## Summary

Facility Rental Total	\$12,962.50
Estimated Equipment, Reimbursable Personnel and Services Total	\$43,121.50
Refundable Deposit	\$2,500.00
<b>Grand Total:</b>	<b>\$58,584.00</b>

## Payment Schedule

<b><u>Payment Schedule</u></b>	<b><u>Due Date</u></b>	<b><u>Amount</u></b>
First Payment	Upon Signing	\$5,000.00
Second Payment	08/16/2021	\$26,792.00
Third Payment	09/15/2021	\$26,792.00
<b>Total:</b>		<b>\$58,584.00</b>

Please Remit Payment in \*Check Only\*

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

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

# EXHIBIT A

## Event Information

### **3-COMPARTMENT SINKS**

All 3-compartment sinks must be on-site for installation by no later than 8:00 AM on Friday, October 15, 2021. Late arrivals may result in an increase above the number of Plumber setup hours listed on Exhibit A. Additional Plumber labor is \$62.50 per hour.

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

It is mutually understood that any additions to this agreement shall be achieved through either a signed amendment or service order. The 32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center ("OCFEC" or the "District") will make every effort to contain the need to add services and equipment placement. It is agreed, however, that safety and security additions deemed necessary, as determined by OCFEC management for purpose of protecting all persons on OCFEC property, are not negotiable and will not be compromised.

### **BANNERS**

All banner locations and sizes must be reviewed and approved by OCFEC. See *OCFEC Signage Guide*.

### **CANNABIS EVENTS**

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

### **CANOPIES / TENTS**

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

### **DRONES**

OCFEC bans the use of all remotely controlled devices such as aircraft, cars, etc.

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

### **EVENT PROGRAM POLICIES AND PROCEDURES**

As specified on page 1 of this Rental Agreement, the Event Sales & Services Policies & Procedures Handbook is a part of this Agreement, and Renter agrees to abide by said Policies and Procedures. The handbook is located on the OC Fair & Event Center website, and can also be accessed at <https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf>

### **EXHIBIT V**

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

### **HEALTH DEPARTMENT**

Renter has agreed to be the Health Department coordinator for all food and beverage vendors at the 2021 OC Japan Fair.

### **OUTSIDE FOOD VENDORS**

Spectra, the OCFEC Master Concessionaire will allow Adentope, Inc. dba Japan Product Promotion to operate independent food booths at \$175.00 per each 10'x10' space for the first thirty (30) food booths. Each food booth in excess of the first thirty (30) 10'x10' spaces will be charged \$150.00 per space. Spectra will invoice Adentope, Inc. dba Japan Product Promotion for the total amount due and will require full payment prior to the start of the event. Payment must be made by no later than Thursday, October 14, 2021.

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

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

### **PARKING LOT I**

All food vendors in Parking Lot I must cover the ground surface with a non-flammable tarp.

# EXHIBIT A

## Event Information

### PEPSI BEVERAGES

The OCFEC is a Pepsi only facility. All canned or bottled beverages offered for sale must be approved **PEPSI** products. No glass bottles permitted. **All beverages in glass or can containers must be poured into disposable cups.**

### PROPANE

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

### RECYCLING / SB 1383

SB 1383 is a California statute commonly known as the Short-Lived Climate Pollutants: Organic Waste Reductions Law. The statute requires food generator entities including, but not limited to, large venues, large events, county fairgrounds and state agencies to recycle their organic waste including, but not limited to, food and green material waste, paper products, biosolids and digestate and in some cases, to donate edible food. SB 1383 recovery requirements include a 75% reduction in landfilled organic waste and a 20% increase in recovery of currently disposed edible food by 2025. The OC Fair & Event Center is already actively engaged and fully committed to meeting SB 1383 guidelines by way of in-house recycling initiatives and measures, but is also critically dependent upon compliance of all year round event partners while on property during their event. It is of utmost importance that all operators adhere to direction provided by OCFEC staff.

### SOUND ORDINANCE

Per City Ordinance, loud noise is not allowed during move in and move out between the hours of 9:00 PM to 8:00 AM. Please refer to Exhibit E. Sound Monitor/Engineer must be on site for sound check and all music performances. **All outside (on grounds) amplified music/sound must end by 10:00 PM on Friday and Saturday, and by 9:00 PM Sunday through Thursday unless otherwise approved in writing by OCFEC.** Bull horns or similar devices are not allowed. Vendors are prohibited from playing any sound systems (radios, public address systems, portable speakers, etc) that create amplified sound. Any proposed outdoor music/sound producing entertainment (i.e. - DJ, stage performance, etc) must be discussed with and approved by OCFEC Sound Engineer prior to the event. **Installation of suitable barriers is required by OCFEC as sound mitigation measures. Should the Sound Engineer/Sound Monitor or Event Coordinator request that the volume of music, sound or noise be lowered or turned off, Adentope, Inc. dba Japan Product Promotion must comply with request.**

### STATE FIRE MARSHAL

Event footprint capacity will be determined by State Fire Marshal. Adentope, Inc. dba Japan Product Promotion must comply with all California State Fire Codes. If State Fire Marshal requires changes to event layout, Adentope, Inc. dba Japan Product Promotion must execute changes within the specified timeframe.

### TEMPORARY STRUCTURES

Per State Fire Marshal, the company providing temporary structures such as stages, bleachers, cargo containers, etc must provide a letter stating that temporary structures have been installed and set up per manufacturer's specifications.

FORM F-31

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

AGREEMENT NO. **R-043-21**

DATE **July 29, 2021**

FAIRTIME

INTERIM **XX**

### **RENTAL AGREEMENT**

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

#### **WITNESSETH:**

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

**October 19, 2021**

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

#### **See Exhibit A**

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

#### **DesignConnect 2021**

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

**\$12,161.50**

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



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

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

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

**International Interior Design Association  
Southern CA Chapter  
2100 Montrose Avenue #192  
Montrose, CA 91021**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Meena Krennek, President**

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

# EXHIBIT A

Event Information				
<b>Event Name:</b>	DesignConnect 2021	<b>Contract No:</b>	R-043-21	
<b>Contact Person:</b>	Becca Dobbs	<b>Phone:</b>	(310) 504-4635	
<b>Event Date:</b>	10/19/2021	<b>Hours:</b>	Tuesday: 4:30 PM - 8:30 PM	

**Admission Price:** Members \$20 Non-Members \$25 Students \$5

**Vehicle Parking Fee:** Parking Buyout (*See Summary*) **Projected Attendance:** 300 - 400

Facility Rental Fees				
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>	
<b>Tuesday</b>				
The Hangar	10/19/2021 07:00 AM - 04:30 PM	Move In	No Charge	
The Hangar	10/19/2021 04:30 PM - 08:30 PM	Event	3,725.00	
<b>Total:</b>			<b>3,725.00</b>	

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

**Move out must be completed by 11:59 PM Tuesday - October 19, 2021 to avoid additional charges.**

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
10 MB Internet - Hard Line	10/19/2021	1.00	EA	150.00	EA/DAY	150.00
Dumpster	Estimate 8	8.00	EA	19.00	EA	152.00
Electrical Usage	Estimate Only	1.00	EA	350.00	EVT	350.00
Portable Electronic Message Board	10/19/2021	2.00	EA	75.00	EA/DAY	150.00
Public Address System (Per Building)	10/19/2021	1.00	EA	75.00	EA/DAY	75.00
Sweeper (In-House)	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
Wireless Internet Router	Estimate 1	1.00	EA	75.00	EVT	75.00
Wireless Microphone	TBD	TBD	EA	50.00	EA	TBD
<b>Total:</b>						<b>1,177.00</b>

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<b><u>Event Operations</u></b>						
<b>Set Up</b>						
Grounds Attendant	Estimate 2 Hours	2.00	HR	25.00	HR	50.00
Janitorial Attendant	Estimate 4 Hours	4.00	HR	25.00	HR	100.00
Electrician	Estimate 1 Hour	1.00	HR	62.50	HR	62.50
<b>Event Day</b>						
Grounds Attendant Lead	10/19/2021 03:30PM - 08:30PM	1.00	EA	30.00	HR	150.00
Grounds Attendant	10/19/2021 03:30PM - 08:30PM	1.00	EA	25.00	HR	125.00
Janitorial Attendant	10/19/2021 03:30PM - 08:30PM	2.00	EA	25.00	HR	250.00
<b>Clean Up</b>						
Grounds Attendant	Estimate 7 Hours	7.00	HR	25.00	HR	175.00
Janitorial Attendant	Estimate 2 Hours	2.00	HR	25.00	HR	50.00
Electrician	Estimate 1 Hour	1.00	HR	62.50	HR	62.50
<b><u>Event Sales &amp; Services</u></b>						
Event Coordinator	10/19/2021 03:30PM - 08:30PM	1.00	EA	50.00	HR	250.00
<b><u>Parking</u></b>						
Parking Attendant Lead	Estimate 6 Hours	6.00	HR	30.00	HR	180.00
Parking Attendant	Estimate 12 Hours	12.00	HR	25.00	HR	300.00
<b><u>Safety &amp; Security</u></b>						
Security Attendant	10/19/2021 04:00PM - 09:00PM	2.00	EA	25.00	HR	250.00

# EXHIBIT A

## Event Information

### Technology

Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00
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### Outside Services

Emergency Medical Services	10/19/2021 04:00PM - 09:00PM	2.00	EA	26.00	HR	260.00
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State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
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<b>Total:</b>	<b>2,759.50</b>
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### Summary

Facility Rental Total	\$3,725.00
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Estimated Equipment, Reimbursable Personnel and Services Total	\$3,936.50
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Parking Buyout ( <i>Based upon 350 vehicles at \$10.00 each</i> )	\$3,500.00
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Refundable Deposit	\$1,000.00
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<b>Grand Total:</b>	<b>\$12,161.50</b>
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### Payment Schedule

#### Payment Schedule

#### Due Date

#### Amount

First Payment	<i>Upon Signing</i>	\$6,080.75
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Second Payment	09/20/2021	\$6,080.75
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<b>Total:</b>	<b>\$12,161.50</b>
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Please Remit Payment in \*Check Only\*

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

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

### ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

It is mutually understood that any additions to this agreement shall be achieved through either a signed amendment or service order. The OCFEC will make every effort to contain the need to add services and equipment placement. It is agreed, however, that safety and security additions deemed necessary, as determined by OCFEC management for purpose of protecting all persons on OCFEC property, are not negotiable and will not be compromised.

### CANNABIS EVENTS

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

### EVENT PROGRAM POLICIES AND PROCEDURES

As specified on page 1 of this Rental Agreement, the Event Sales & Services Policies & Procedures Handbook is a part of this Agreement, and Renter agrees to abide by said Policies and Procedures. The handbook is located on the OC Fair & Event Center website, and can also be accessed at <https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf>

### EXHIBIT V

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

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

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

# EXHIBIT A

## Event Information

### SOUND ORDINANCE

Per City Ordinance, loud noise is not allowed during move in and move out between the hours of 9:00 PM to 8:00 AM. Please refer to Exhibit E. Sound Monitor/Engineer must be on site for sound check and all music performances. **All outside (on grounds) amplified music/sound must end by 10:00 PM on Friday and Saturday, and by 9:00 PM Sunday through Thursday unless otherwise approved in writing by OCFEC.** Bull horns or similar devices are not allowed. Vendors are prohibited from playing any sound systems (radios, public address systems, portable speakers, etc) that create amplified sound. Any proposed outdoor music/sound producing entertainment (i.e. - DJ, stage performance, etc) must be discussed with and approved by OCFEC Sound Engineer prior to the event. **Installation of suitable barriers is required by OCFEC as sound mitigation measures. Should the Sound Engineer/Sound Monitor or Event Coordinator request that the volume of music, sound or noise be lowered or turned off, International Interior Design Association, Southern CA Chapter must comply with request.**

FORM F-31

REVIEWED\_\_\_\_\_

APPROVED\_\_\_\_\_

AGREEMENT NO. **R-046-21**

DATE **June 21, 2021**

FAIRTIME

INTERIM **XX**

### **RENTAL AGREEMENT**

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

#### **WITNESSETH:**

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

**November 12 - 15, 2021**

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

#### **See Exhibit A**

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

#### **Repticon**

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

**\$20,961.50**

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

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

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

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

**Herpetorama, Inc.**  
**1814 5th Street Southeast**  
**Winter Haven, FL 33880**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: Shirley Healy, Chief Financial Officer

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

# EXHIBIT A

## Event Information

<b>Event Name:</b>	Repticon	<b>Contract No:</b>	R-046-21
<b>Contact Person:</b>	Tina Russell	<b>Phone:</b>	(863) 268-4273
<b>Event Date:</b>	11/13/2021 - 11/14/2021	<b>Hours:</b>	Saturday: 9:00 AM - 5:00 PM Sunday: 10:00 AM - 4:00 PM
<b>Admission Price:</b>	TBD		
<b>Vehicle Parking Fee:</b>	\$10.00 General Parking	<b>Projected Attendance:</b>	2,000

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Friday</b>			
Huntington Beach Building (#12)	11/12/2021 09:30 AM - 08:00 PM	Move In	1,762.50
<b>Saturday</b>			
Huntington Beach Building (#12)	11/13/2021 09:00 AM - 05:00 PM	Event	3,525.00
<b>Sunday</b>			
Huntington Beach Building (#12)	11/14/2021 10:00 AM - 04:00 PM	Event	3,525.00
<b>Monday</b>			
Huntington Beach Building (#12)	11/15/2021 06:00 AM - 11:59 AM	Move Out	No Charge
<b>Total:</b>			<b>8,812.50</b>

**Move out must be completed by 11:59 AM Monday - November 15, 2021 to avoid additional charges.**

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

## Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
20 Amp Drop	Estimate 17	17.00 EA	25.00 EA	425.00
50 Amp Drop	TBD	TBD EA	70.00 EA	TBD
Dumpster	Estimate 50	50.00 EA	19.00 EA	950.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage	Estimate Only	1.00 EVT	1,000.00 EVT	1,000.00
Forklift	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Hang Tag - 2 Day	TBD	TBD EA	10.00 EA	TBD
Marquee Board	11/08/2021 - 11/14/2021	1.00 EA	Included	Included
Portable Electronic Message Board	11/13/2021 - 11/14/2021	2.00 DAY	75.00 DAY	300.00
Public Address System (Per Building)	11/13/2021 - 11/14/2021	1.00 DAY	75.00 DAY	150.00
Scissor Lift	Estimate 8 Hours	8.00 HR	75.00 HR	600.00
Sweeper (In-House)	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
<b>Total:</b>				<b>3,875.00</b>

## Reimbursable Personnel and Services Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Event Operations</b>				
<b>Set Up</b>				
Grounds Attendant Lead	Estimate 8 Hours	8.00 HR	30.00 HR	240.00
Grounds Attendant	Estimate 8 Hours	8.00 HR	25.00 HR	200.00
Janitorial Attendant	Estimate 8 Hours	8.00 HR	25.00 HR	200.00
Electrician	Estimate 4 Hours	4.00 HR	62.50 HR	250.00
<b>Event Day</b>				
Grounds Attendant Lead	11/13/2021 08:00AM - 06:00PM	1.00 EA	30.00 HR	300.00
Grounds Attendant	11/13/2021 08:00AM - 06:00PM	1.00 EA	25.00 HR	250.00
Janitorial Attendant	11/13/2021 08:00AM - 06:00PM	2.00 EA	25.00 HR	500.00

# EXHIBIT A

Event Information						
Grounds Attendant Lead	11/14/2021 09:00AM - 05:00PM	1.00	EA	30.00	HR	240.00
Grounds Attendant	11/14/2021 09:00AM - 05:00PM	1.00	EA	25.00	HR	200.00
Janitorial Attendant	11/14/2021 09:00AM - 05:00PM	2.00	EA	25.00	HR	400.00
<b>Clean Up</b>						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	30.00	HR	240.00
Grounds Attendant	Estimate 8 Hours	8.00	HR	25.00	HR	200.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	25.00	HR	200.00
Electrician	Estimate 3 Hours	3.00	HR	62.50	HR	187.50
<b><u>Event Sales &amp; Services</u></b>						
Event Coordinator	11/13/2021 08:00AM - 06:00PM	1.00	EA	50.00	HR	500.00
Event Coordinator	11/14/2021 09:00AM - 05:00PM	1.00	EA	50.00	HR	400.00
<b><u>Parking</u></b>						
Parking Attendant Lead	Estimate 8 Hours	8.00	HR	30.00	HR	240.00
Parking Attendant	Estimate 16 Hours	16.00	HR	25.00	HR	400.00
<b><u>Safety &amp; Security</u></b>						
Security Attendant	11/13/2021 08:30AM - 05:30PM	2.00	EA	25.00	HR	450.00
Security Attendant	11/14/2021 09:30AM - 04:30PM	2.00	EA	25.00	HR	350.00
<b><u>Technology</u></b>						
Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00
<b><u>Outside Services</u></b>						
Emergency Medical Services	11/13/2021 08:30AM - 05:30PM	2.00	EA	26.00	HR	468.00
Emergency Medical Services	11/14/2021 09:30AM - 04:30PM	2.00	EA	26.00	HR	364.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
<b>Total:</b>						<b>7,274.00</b>

## Summary

Facility Rental Total	\$8,812.50
Estimated Equipment, Reimbursable Personnel and Services Total	\$11,149.00
Refundable Deposit	\$1,000.00
<b>Grand Total:</b>	<b>\$20,961.50</b>

## Payment Schedule

<b><u>Payment Schedule</u></b>	<b><u>Due Date</u></b>	<b><u>Amount</u></b>
First Payment	08/12/2021	\$6,987.00
Second Payment	09/13/2021	\$6,987.00
Third Payment	10/12/2021	\$6,987.50
<b>Total:</b>		<b>\$20,961.50</b>

Please Remit Payment in \*Check Only\*

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

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



# EXHIBIT A

## Event Information

### **CANNABIS EVENTS**

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

### **CANOPIES / TENTS**

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

### **EVENT PROGRAM POLICIES AND PROCEDURES**

As specified on page 1 of this Rental Agreement, the Event Sales & Services Policies & Procedures Handbook is a part of this Agreement, and Renter agrees to abide by said Policies and Procedures. The handbook is located on the OC Fair & Event Center website, and can also be accessed at <https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf>

### **EXHIBIT V**

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

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

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

### **SOUND ORDINANCE**

Per City Ordinance, loud noise is not allowed during move in and move out between the hours of 9:00 PM to 8:00 AM. Please refer to Exhibit E. Sound Monitor/Engineer must be on site for sound check and all music performances. All outside (on grounds) amplified music/sound must end by 10:00 PM on Friday and Saturday, and by 9:00 PM Sunday through Thursday unless otherwise approved in writing by OCFEC. Bull horns or similar devices are not allowed. Vendors are prohibited from playing any sound systems (radios, public address systems, portable speakers, etc) that create amplified sound. Any proposed outdoor music/sound producing entertainment (i.e. - DJ, stage performance, etc) must be discussed with and approved by OCFEC Sound Engineer prior to the event. Installation of suitable barriers is required by OCFEC as sound mitigation measures. Should the Sound Engineer/Sound Monitor or Event Coordinator request that the volume of music, sound or noise be lowered or turned off, Herptorama, Inc. must comply with request.

FORM F-31

AGREEMENT NO. **R-048-21**

REVIEWED \_\_\_\_\_

DATE **August 12, 2021**

FAIRTIME

INTERIM **XX**

APPROVED \_\_\_\_\_

### **RENTAL AGREEMENT**

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

#### **WITNESSETH:**

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

**September 28, 2021**

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

#### **See Exhibit A**

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

#### **California Connections Academy Fall Festival**

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

**\$16,161.00**

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

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

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

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

**California Connections Academy Southern  
California  
33272 Valle Road  
San Juan Capistrano, CA 92675**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Richard Savage, Executive Director**

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

# EXHIBIT A

Event Information			
<b>Event Name:</b>	California Connections Academy Fall Festival	<b>Contract No:</b>	R-048-21
<b>Contact Person:</b>	Jon Sturtevant	<b>Phone:</b>	(530) 492-5567
<b>Event Date:</b>	09/28/2021	<b>Hours:</b>	10:00 AM - 2:00 PM
<b>Vehicle Parking Fee:</b>	\$10.00 General Parking	<b>Projected Attendance:</b>	1,200

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Tuesday</b>			
Country Meadows	09/28/2021 07:00 AM - 10:00 AM	Move In	No Charge
Huntington Beach Building (#12)	09/28/2021 07:00 AM - 10:00 AM	Move In	No Charge
Santa Ana Pavilion (Parade of Products)	09/28/2021 07:00 AM - 10:00 AM	Move In	No Charge
Country Meadows	09/28/2021 10:00 AM - 02:00 PM	Event	1,950.00
Huntington Beach Building (#12)	09/28/2021 10:00 AM - 02:00 PM	Event	3,525.00
Santa Ana Pavilion (Parade of Products)	09/28/2021 10:00 AM - 02:00 PM	Event	2,125.00
<b>Total:</b>			<b>7,600.00</b>

Hosting of this event in the above specified space, Country Meadows, Huntington Beach Building and Santa Ana Pavilion, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.

Move out must be completed by 11:59 PM Tuesday - September 28, 2021 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
25 MB Internet - Hard Line	09/28/2021	1.00	EA	250.00	EA/DAY	250.00
20 Amp Drop	TBD	TBD	EA	25.00	EA	TBD
Barricade (Plastic)	TBD	TBD	EA	15.00	EA	TBD
Chair (Individual)	Estimate 124	124.00	EA	2.50	EA	310.00
Dumpster	Estimate 6	6.00	EA	19.00	EA	114.00
Electrical Splitter Box	Estimate 4	4.00	EA	55.00	EA	220.00
Electrical Usage	Estimate Only	1.00	EA	350.00	EVT	350.00
Forklift	Estimate 10 Hours	10.00	HR	75.00	HR	750.00
Hang Tag - 1 Day	Estimate 125	125.00	EA	5.00	EA	625.00
Picnic Table (Rectangular & Round)	Estimate 40	40.00	EA	15.00	EA	600.00
Portable Electronic Message Board	09/28/2021	2.00	EA	75.00	EA/DAY	150.00
Public Address System (Per Building)	TBD	TBD	EA	75.00	EA/DAY	TBD
Sweeper (In-House)	Estimate 2 Hours	2.00	HR	75.00	HR	150.00
Wireless Internet Router	Estimate 3	3.00	EA	75.00	EA	225.00
Wireless Microphone	TBD	TBD	EA	50.00	EA	TBD
<b>Total:</b>						<b>3,744.00</b>

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
<b>Set Up</b>						
Grounds Attendant	Estimate 8 Hours	8.00	HR	25.00	HR	200.00
Janitorial Attendant	Estimate 4 Hours	4.00	HR	25.00	HR	100.00
Electrician	Estimate 1.5 Hours	1.50	HR	62.50	HR	93.75
<b>Event Day</b>						
Grounds Attendant Lead	09/28/2021 09:00AM - 03:00PM	1.00	EA	30.00	HR	180.00
Grounds Attendant	09/28/2021 09:00AM - 03:00PM	1.00	EA	25.00	HR	150.00
Janitorial Attendant	09/28/2021 09:00AM - 03:00PM	4.00	EA	25.00	HR	600.00

# EXHIBIT A

## Event Information

### Clean Up

Grounds Attendant Lead	Estimate 4 Hours	4.00	HR	30.00	HR	120.00
Grounds Attendant	Estimate 8 Hours	8.00	HR	25.00	HR	200.00
Janitorial Attendant	Estimate 4 Hours	4.00	HR	25.00	HR	100.00
Electrician	Estimate 1.5 Hours	1.50	HR	62.50	HR	93.75

### Event Sales & Services

Event Coordinator	09/28/2021 09:00AM - 03:00PM	1.00	EA	50.00	HR	300.00
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### Parking

Parking Attendant	Estimate 5 Hours	5.00	HR	25.00	HR	125.00
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### Safety & Security

Security Attendant Lead	09/28/2021 09:30AM - 02:30PM	1.00	EA	30.00	HR	150.00
Security Attendant	09/28/2021 09:30AM - 02:30PM	2.00	EA	25.00	HR	250.00

### Technology

Technology Attendant (Audio Configuration Fee)	TBD	TBD	EA	100.00	EVT	TBD
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### Outside Services

Emergency Medical Services	09/28/2021 09:30AM - 02:30PM	2.00	EA	26.00	HR	260.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50

**Total: 3,317.00**

### Summary

Facility Rental Total	\$7,600.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$7,061.00
Refundable Deposit	\$1,500.00

**Grand Total: \$16,161.00**

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment - (25% of Facility Fee)	Upon Signing	\$1,900.00
Second Payment	08/27/2021	\$14,261.00

**Total: \$16,161.00**

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

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

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

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

### CANNABIS EVENTS

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

# EXHIBIT A

## Event Information

### **CANOPIES / TENTS**

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

### **EVENT PROGRAM POLICIES AND PROCEDURES**

As specified on page 1 of this Rental Agreement, the Event Sales & Services Policies & Procedures Handbook is a part of this Agreement, and Renter agrees to abide by said Policies and Procedures. The handbook is located on the OC Fair & Event Center website, and can also be accessed at <https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf>.

### **EXHIBIT V**

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

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

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

### **SOUND ORDINANCE**

Per City Ordinance, loud noise is not allowed during move in and move out between the hours of 9:00 PM to 8:00 AM. Please refer to Exhibit E. Sound Monitor/Engineer must be on site for sound check and all music performances. All outside (on grounds) amplified music/sound must end by 10:00 PM on Friday and Saturday, and by 9:00 PM Sunday through Thursday unless otherwise approved in writing by OCFEC. Bull horns or similar devices are not allowed. Vendors are prohibited from playing any sound systems (radios, public address systems, portable speakers, etc) that create amplified sound. Any proposed outdoor music/sound producing entertainment (i.e. - DJ, stage performance, etc) must be discussed with and approved by OCFEC Sound Engineer prior to the event. Installation of suitable barriers is required by OCFEC as sound mitigation measures. Should the Sound Engineer/Sound Monitor or Event Coordinator request that the volume of music, sound or noise be lowered or turned off, California Online Public Schools must comply with request.

FORM F-31

AGREEMENT NO. **R-049-21**

REVIEWED \_\_\_\_\_

DATE **August 13, 2021**

FAIRTIME

INTERIM **XX**

APPROVED \_\_\_\_\_

### **RENTAL AGREEMENT**

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

### **WITNESSETH:**

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

**September 10 - 12, 2021**

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

**See Exhibit A**

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

### **Pacific Symphony - Tchaikovsky Spectacular**

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

**\$87,529.50**

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.
7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "D" "E" "F" and "V" attached to this Agreement and incorporated by these references.
8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any

further liabilities and/or obligations in connection with this agreement and previously paid amounts should be refunded.

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

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

**Pacific Symphony**  
**17620 Fitch Avenue, Ste. 100**  
**Irvine, CA 92614**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: **John Forsythe, President**

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



# EXHIBIT A

## Event Information

<b>Event Name:</b>	Pacific Symphony - Tchaikovsky Spectacular	<b>Contract No:</b>	R-049-21
<b>Contact Person:</b>	Eileen Jeanette	<b>Phone:</b>	(714) 876-2364
<b>Event Date:</b>	09/11/2021	<b>Hours:</b>	<b>Picnic:</b> 6:00 PM - 8:00 PM
			<b>Doors:</b> 6:00 PM
			<b>Event:</b> 8:00 PM - 10:00 PM
<b>Admission Price:</b>	\$25.00 - \$99.00		
<b>Vehicle Parking Fee:</b>	Parking Buyout ( <i>See Summary</i> )	<b>Projected Attendance:</b>	6,000

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Friday</b>			
Pacific Amphitheatre	09/10/2021 08:00 AM - 08:00 PM	Move In	4,562.50
Park Plaza	09/10/2021 08:00 AM - 08:00 PM	Move In	775.00
Parking Lot B	09/10/2021 08:00 AM - 08:00 PM	Move In	1,025.00
Plaza Pacifica	09/10/2021 08:00 AM - 08:00 PM	Move In	775.00
Plaza Pacifica Lobby	09/10/2021 08:00 AM - 08:00 PM	Move In	550.00
<b>Saturday</b>			
Pacific Amphitheatre	09/11/2021 06:00 PM - 10:00 PM	Event	9,125.00
Park Plaza	09/11/2021 06:00 PM - 10:00 PM	Event	1,550.00
Parking Lot B	09/11/2021 06:00 PM - 10:00 PM	Event	2,050.00
Plaza Pacifica	09/11/2021 06:00 PM - 10:00 PM	Event	1,550.00
Plaza Pacifica Lobby	09/11/2021 06:00 PM - 10:00 PM	Event	1,100.00
<b>Sunday</b>			
Pacific Amphitheatre	09/12/2021 06:00 AM - 02:00 PM	Move Out	No Charge
Park Plaza	09/12/2021 06:00 AM - 02:00 PM	Move Out	No Charge
Parking Lot B	09/12/2021 06:00 AM - 02:00 PM	Move Out	No Charge
Plaza Pacifica	09/12/2021 06:00 AM - 02:00 PM	Move Out	No Charge

**Total: 23,062.50**

Hosting of this event in the above specified spaces, Pacific Amphitheatre, Park Plaza, Parking Lot B, Plaza Pacifica and Plaza Pacifica Lobby, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensure that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.

**Move out must be completed by 2:00 PM Sunday - September 12, 2021 to avoid additional charges.**

## Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Barricade (Plastic)	Estimate 132	132.00 EA	15.00 EA	1,980.00
Bench (Metal)	Estimate 17	17.00 EA	15.00 EA	255.00
Chair (Individual)	Estimate 185	185.00 EA	2.50 EA	462.50
Dumpster	Estimate 25	25.00 EA	19.00 EA	475.00
Electrical Splitter Box	Estimate 3	3.00 EA	55.00 EA	165.00
Electrical Usage	Estimate Only	1.00 EA	2,000.00 EVT	2,000.00
Forklift (Picnic Tables)	Estimate 52 Hours	52.00 HR	75.00 HR	3,900.00
Man Lift (Banners)	Estimate 28 Hours	28.00 HR	75.00 HR	2,100.00
Marquee Board	09/06/2021 - 09/12/2021	1.00 EA	Included	Included
Picnic Table (Rectangular & Round)	Estimate 200	200.00 EA	15.00 EA	3,000.00
Portable Electronic Message Board	09/11/2021	2.00 EA	75.00 EA/DAY	150.00
Stanchion	Estimate 40	40.00 EA	5.00 EA	200.00
Sweeper (In-House)	Estimate 6 Hours	6.00 HR	75.00 HR	450.00

**Total: 15,137.50**

## Reimbursable Personnel and Services Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Admissions/Parking Sales</b>				
Admissions Office	09/11/2021 03:00PM - 11:00PM	1.00 EA	25.00 HR	200.00
Money Room Attendant	09/11/2021 03:00PM - 11:00PM	1.00 EA	28.00 HR	224.00

# EXHIBIT A

Event Information						
Ticket Seller Lead	09/11/2021 03:00PM - 09:00PM	1.00	EA	30.00	HR	180.00
Ticket Seller	09/11/2021 03:00PM - 09:00PM	8.00	EA	25.00	HR	1,200.00
Ticket Taker Lead	09/11/2021 04:00PM - 09:30PM	1.00	EA	30.00	HR	165.00
Ticket Taker	09/11/2021 04:00PM - 09:30PM	14.00	EA	25.00	HR	1,925.00
<b><u>Event Operations</u></b>						
<b>Set Up</b>						
Grounds Attendant Lead	Estimate 10 Hours	10.00	HR	30.00	HR	300.00
Grounds Attendant	Estimate 40 Hours	40.00	HR	25.00	HR	1,000.00
Grounds Attendant (Banners)	Estimate 14 Hours	14.00	HR	25.00	HR	350.00
Janitorial Attendant (Backstage)	Estimate 8 Hours	8.00	HR	25.00	HR	200.00
Electrician	Estimate 2 Hours	2.00	HR	62.50	HR	125.00
<b>Event Day</b>						
Grounds Attendant Lead	09/11/2021 05:00PM - 11:00PM	1.00	EA	30.00	HR	180.00
Grounds Attendant (Picnic)	09/11/2021 04:30PM - 08:30PM	2.00	EA	25.00	HR	200.00
Grounds Attendant	09/11/2021 05:00PM - 11:00PM	4.00	EA	25.00	HR	600.00
Janitorial Attendant Lead	09/11/2021 05:00PM - 11:00PM	1.00	EA	30.00	HR	180.00
Janitorial Attendant (Backstage)	09/11/2021 08:00AM - 05:00PM	1.00	EA	25.00	HR	225.00
Janitorial Attendant (Picnic)	09/11/2021 04:30PM - 08:30PM	5.00	EA	25.00	HR	500.00
Janitorial Attendant	09/11/2021 05:00PM - 11:00PM	10.00	EA	25.00	HR	1,500.00
Electrician	09/11/2021 05:00PM - 11:00PM	1.00	EA	62.50	HR	375.00
<b>Clean Up</b>						
Grounds Attendant Lead	Estimate 10 Hours	10.00	HR	30.00	HR	300.00
Grounds Attendant (Banners)	Estimate 14 Hours	14.00	HR	25.00	HR	350.00
Grounds Attendant	Estimate 40 Hours	40.00	HR	25.00	HR	1,000.00
Janitorial Attendant	Estimate 21 Hours	21.00	HR	25.00	HR	525.00
Electrician	Estimate 2 Hours	2.00	HR	62.50	HR	125.00
<b><u>Event Sales &amp; Services</u></b>						
Event Coordinator	09/11/2021 12:00PM - 10:00PM	1.00	EA	50.00	HR	500.00
<b><u>Parking</u></b>						
Parking Attendant Lead	Estimate 30 Hours	30.00	HR	30.00	HR	900.00
Parking Attendant	Estimate 60 Hours	60.00	HR	25.00	HR	1,500.00
<b><u>Safety &amp; Security</u></b>						
Security Attendant - Overnight	09/10/2021 08:00PM - 08:00AM	1.00	EA	25.00	HR	300.00
Security Attendant Lead (Picnic)	09/11/2021 04:30PM - 11:00PM	1.00	EA	30.00	HR	195.00
Security Attendant (Picnic)	09/11/2021 04:30PM - 08:30PM	4.00	EA	25.00	HR	400.00
Security Attendant Lead	09/11/2021 05:00PM - 11:00PM	2.00	EA	30.00	HR	360.00
Security Attendant	09/11/2021 05:00PM - 11:00PM	26.00	EA	25.00	HR	3,900.00
Security Attendant - Overnight	09/11/2021 10:30PM - 08:00AM	1.00	EA	25.00	HR	237.50
<b><u>Ushers *</u></b>						
Usher Attendant Lead**	09/11/2021 05:00PM - 11:00PM	1.00	EA	30.00	HR	180.00
Usher Attendant**	09/11/2021 05:00PM - 11:00PM	26.00	EA	26.00	HR	4,056.00
<i>*Usher staffing requirements are subject to change at the discretion of the OCFEC Safety &amp; Traffic Department.</i>						
<i>**Outside contractor labor fees may vary based on applicable rates.</i>						
<b><u>Technology</u></b>						
Technology Attendant	Estimate 1 Hour	1.00	HR	50.00	HR	50.00

# EXHIBIT A

## Event Information

### Outside Services

Emergency Medical Services	09/11/2021 05:30PM - 11:00PM	4.00	EA	26.00	HR	572.00
Fencing For Perimeter	Estimate Only	1.00	EA	3,050.00	EVT	3,050.00
Local 504 Union Costs	To Be Paid Directly to Local 504	TBD	EA	TBD	EVT	TBD
Rigging Setup & Teardown	Estimate Only	1.00	EA	1,000.00	EVT	1,000.00
Sound Engineer	09/10/2021 - 09/11/2021	1.00	EA	750.00	EA/DAY	1,500.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	TBD	HR	263.00	HR	TBD
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	2,700.00	EVT	2,700.00
<b>Total:</b>						<b>33,329.50</b>

### Summary

Facility Rental Total	\$23,062.50
Estimated Equipment, Reimbursable Personnel and Services Total	\$48,467.00
Parking Buyout ( <i>Based upon 1,200 vehicles at \$10.00 each</i> )	\$12,000.00
Refundable Deposit	\$4,000.00
<b>Grand Total:</b>	<b>\$87,529.50</b>

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$43,764.75
Second Payment	08/27/2021	\$43,764.75
<b>Total:</b>		<b>\$87,529.50</b>

Please Remit Payment in \*Check Only\*

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

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

# EXHIBIT A

## Event Information

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

It is mutually understood that any additions to this agreement shall be achieved through either a signed amendment or service order. The 32nd District Agricultural Association dba OC Fair & Event Center ("OCFEC" or the "District") will make every effort to contain the need to add services and equipment placement. It is agreed, however, that safety and security additions deemed necessary, as determined by OCFEC management for purpose of protecting all persons on OCFEC property, are not negotiable and will not be compromised.

### **ADDITIONAL INSURANCE REQUIREMENT (HAZARDOUS/INTERACTIVE GAMES)**

Coverage and proof of insurance is required for all hazardous and/or interactive activities. Insurance certificate must be submitted to the Event Coordinator three (3) weeks prior to the event date.

### **BACKSTAGE OFFICES AND FACILITIES**

- District will provide the use of existing production office facilities and on-stage dressing rooms and accommodations for Symphony performers.
- Any special accommodations requested by Symphony will be evaluated by District and may result in additional costs to Symphony.
- Backstage catering will be selected and paid for by Symphony. Symphony agrees that it will first negotiate with Spectra, but is not bound to utilize Spectra for catering services.
- Symphony agrees that there is no on-site storage available for its use at the Pacific Amphitheatre or the OC Fair & Event Center.

### **CANNABIS EVENTS**

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

### **CANOPIES / TENTS**

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

### **CATERING**

- On a year-to-year basis and subject to Spectra's prior written approval, Symphony may allow patrons to bring in their own food and non-alcoholic beverages (with the exception of wine) to Symphony-produced concerts, or purchase food and non-alcoholic beverages from Symphony designated vendors, restaurants or caterers.
- Symphony may provide, at its sole cost, food and non-alcoholic beverages to VIP boxes with or without wait service.
- Symphony will pay a wine only corkage fee buyout based on \$2.00 for 80% of tickets sold for each concert.
- All patrons bringing beverages into the seating area must do so in a plastic or soft-sided container. Any glass bottles must be decanted prior to entering the seating area.
- No glass of any kind, including bottles and wine glasses, will be permitted into the Pacific Amphitheatre seating area.
- Spectra will maintain its liquor license for the sale of wine, beer and alcohol.

### **DRONES**

OCFEC bans the use of all remotely controlled devices such as aircraft, cars, etc.

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

### **EVENT PROGRAM POLICIES AND PROCEDURES**

As specified on page 1 of this Rental Agreement, the Event Sales & Services Policies & Procedures Handbook is a part of this Agreement, and Renter agrees to abide by said Policies and Procedures. The handbook is located on the OC Fair & Event Center website, and can also be accessed at <https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf>

# EXHIBIT A

## Event Information

### EXHIBIT V

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

### FIREWORKS

- The parties shall mutually cooperate to obtain all necessary Fire Marshal and other permits and approvals for the deployment of fireworks during concerts. Symphony will be responsible for applying for and obtaining permits.
- All related expenses will be paid for by Symphony.
- Any and all fireworks displays must be conducted by a permitted/licensed pyrotechnician approved by District.
- Permits must be submitted to District as a condition of final approval. District may decide in its sole and absolute discretion to refuse to permit the use of fireworks at any Symphony concert.

### MARKETING, ADVERTISING AND SIGNAGE

- During the customary promotional window, District will include appropriate references to Symphony and its concert dates in its calendar listings, newsletters, eblasts and other electronic marketing and advertising materials pending deadlines.
- Symphony will promote the District summer concert series in reciprocal amount in subscriber packets and provide additional cross promotion of the annual OC Fair in other Symphony materials. District will provide artwork for cross promotional materials.
- District will provide at least two (2) banner ads in scheduled eblasts prior to the start of the Symphony concert season. Symphony will be responsible for providing artwork which must be approved by District. In addition, District will provide one event listing per concert in upcoming eblasts.
- District, in its sole and absolute discretion, may include Symphony approved signage and images on Pacific Amphitheatre's main electronic marquee as well as electronic corner reader boards at times and for durations agreed upon by Symphony and District.

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

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

### PARKING

- District will provide to Symphony an agreed-upon number of parking spaces in close proximity to the Pacific Amphitheatre stage entrance for musicians, conductors, guest artists and administrative staff. District will issue parking hang tags for musicians, conductors, guest artists and administrative staff.
- Symphony will pay \$12,000.00 as a parking buyout guarantee for each self-produced concert. Symphony may not upsell parking to guests. District will conduct a vehicle count at the designated Symphony public entrances. If vehicle count exceeds 1,200, Symphony will be charged \$10.00 per additional vehicle at the time of final settlement. District and Symphony will assess the \$12,000.00 fee each year of the contract and make adjustments as mutually agreed upon depending on attendance at each concert from the previous contract year.
- VIP guests of the Symphony will be instructed to enter and check in through Gate 4. Symphony will provide District with a list of Symphony VIP guests prior to gates opening for each performance, and Symphony will provide a Concierge to assist VIP guests at Gate 4.
- Subject to District's prior written approval, Symphony may arrange for valet parking service at Symphony's expense but may not upsell valet parking to guests.
- District and Symphony will mutually agree on a minimum number of parking staff for each concert.

### PEPSI BEVERAGES

The OCFEC is a Pepsi only facility. All canned or bottled beverages offered for sale must be approved **PEPSI** products. No glass bottles permitted. **All beverages in glass or can containers must be poured into disposable cups.**

### PEPSI BEVERAGES – SPONSOR PRODUCTS

The OCFEC is a Pepsi exclusive facility. The District (OCFEC) will provide exclusive beverage availability and sponsorship rights to Sponsor (Pepsi) for Pepsi Fountain Brands, Bottle and Can Brands (Carbonated Soft Drinks, Juices, Teas, Isotonics, Energy Drinks, Iced Coffees). Sponsor products shall be the exclusive carbonated and non-carbonated, non-alcoholic beverages sold, dispensed or otherwise made available at all dining facilities, concessions, vending areas and any other areas where beverages are sold or distributed throughout the OC Fair & Event Center throughout the Term of Sponsorship Agreement. The products, cups and CO2 will be purchased directly from Sponsor by District (OCFEC), food service provider, concessionaires and any other third parties selling Sponsor Beverages at the OC Fair & Event Center.

# EXHIBIT A

## Event Information

### PERSONNEL

- All costs and charges estimated in Exhibit A of this agreement, including charges for security and OC Sheriffs, ticket sellers and takers, grounds attendants, janitorial attendants, electrician, event coordinator, technology attendant, EMT services, venue cleaning and sound monitoring services will be paid for by Symphony at the District's current published rates.
- District will provide to Symphony a list of minimum security standards for each concert to include staffing and magnetometers.
- District will provide, at Symphony's expense, a dedicated Front of House event coordinator for each concert.
- Symphony will be responsible for all production and production management costs associated with Symphony-produced concerts.
- District will provide parking attendants and traffic control personnel starting ninety (90) minutes prior to gates opening.

### PICNICKING

- Beginning two (2) hours prior to each Symphony-produced concert. The location of picnicking is subject to change depending on other events/activities operating at same time at the OC Fair & Event Center.
- Symphony subscribers will be offered early access of fifteen (15) minutes and first right to designated picnic space through an entrance near the District administration building.
- A subscriber is defined as a package buyer who buys multiple Symphony summer concerts (generally three (3) or more performances).
- District will rent two hundred (200) picnic tables as available to Symphony in the designated picnic area. District will permit Symphony to set up sound and simple staging for community ensembles to perform during the pre-concert activities. All activities must be in compliance with District safety standards.
- Community ensemble performance locations must be pre-approved by District. Symphony will be responsible for all staging and production costs of such performances. All performances must comply with District mandated sound ordinances as specified in Exhibit E of this rental agreement.

### PRODUCTION

- Symphony may use its own sound vendor, Solotech, for all concerts with prior approval from District. The use of Symphony vendor cannot impede the District's ability to book its own performances. Load-in and load-out by Symphony cannot cause the District to lose potential performance dates.
- In working with its sound vendor, Symphony may not interfere with District lighting, sound or video contractors.
- Symphony will pay for all production related services (video, lighting, sound, production management, etc), whether from District contractors or those selected by Symphony for all Symphony produced concerts.
- Any additional production equipment or upgraded equipment requested by Symphony for all Symphony produced concerts will be paid for by Symphony.
- Symphony shall negotiate in good faith directly with IATSE Local 504 for labor rates and payment provisions as applicable. Symphony may use its own stage management team for any or all Symphony concerts, provided that one District staff member or District designated contractor shall be onsite for each concert at Symphony's expense. District staff member or District designated contractor will have a lead role over Symphony stage management team.
- Symphony agrees to comply with all mandated sound ordinances as detailed in attached Exhibit E.

### SOUND ORDINANCE

Per City Ordinance, loud noise is not allowed during move in and move out between the hours of 9:00 PM to 8:00 AM. Please refer to Exhibit E. Sound Monitor/Engineer must be on site for sound check and all music performances. **All outside (on grounds) amplified music/sound must end by 10:00 PM on Friday and Saturday, and by 9:00 PM Sunday through Thursday unless otherwise approved in writing by OCFEC.** Bull horns or similar devices are not allowed. Vendors are prohibited from playing any sound systems (radios, public address systems, portable speakers, etc) that create amplified sound. Any proposed outdoor music/sound producing entertainment (i.e. - DJ, stage performance, etc) must be discussed with and approved by OCFEC Sound Engineer prior to the event. **Installation of suitable barriers is also required by OCFEC as a sound mitigation measure (see above sound mitigation terms).** **Should the Sound Engineer/Sound Monitor or Event Coordinator request that the volume of music, sound or noise be lowered or turned off, Pacific Symphony must comply with request.**

# EXHIBIT A

## Event Information

### **SPACES FOR INFORMATION AND MERCHANDISE SALES**

- District will provide reasonable physical enclosed spaces for a secure Box Office, Information Booths, Tickets Sales and Collections, Merchandise and Food Sales, and distribution of educational promotional materials during Symphony concerts.
- Symphony will be responsible for all costs of providing materials, staff and volunteers necessary to staff these locations.
- Tents, chairs, tables and other equipment necessary for such spaces will be secured by Symphony.

### **SPONSORSHIPS**

- Subject to prior approval from District, which may be granted or withheld at District's sole and absolute discretion, Symphony may secure sponsorships for concerts in approved categories as long as such sponsorship arrangements do not interfere with current or future year-round contracts between District and its sponsors.
- Symphony vehicle sponsorship displays must be disassembled immediately after the last Symphony concert. Product sampling type and locations must have prior written approval from District and must comply with District rules and regulations.
- District retains the right to display sponsor signage in connection with its summer concert series at the Pacific Amphitheatre during Symphony concerts.

### **TICKET SALES**

- Symphony may sell and distribute concert tickets to its sponsors, donors and season ticket holders, and sell single concert tickets through the Tessitura System and grant Ticketmaster a consignment right to sell other concert tickets, provided the mechanics of such sales systems operate within the existing District Box Office facilities.
- Symphony agrees to pay any resulting costs associated with Ticketmaster to support Symphony sales through Tessitura.

FORM F-31

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

AGREEMENT NO. **R-050-21**

DATE **July 12, 2021**

FAIRTIME

INTERIM **XX**

### **RENTAL AGREEMENT**

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

#### **WITNESSETH:**

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

**August 25 - 30, 2021**

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

#### **See Exhibit A**

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

#### **Crossroads of the West Gun Show**

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

**\$46,481.00**

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



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

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

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

**B & L Productions, Inc.**  
**P.O. Box 290**  
**Kaysville, UT 84037**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: **Tracy Olcott, Promoter**

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

## Event Information

**Admission Price:** TBD

### Facility Rental Fees

**Total: 7,175.00**

**Move out must be completed by 11:59 AM Monday - August 30, 2021 to avoid additional charges.**

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
20 Amp Drop	Estimate 17	17.00	EA	25.00	EA	425.00
50 Amp Drop	Estimate 1	1.00	EA	70.00	EA	70.00
Barricade (Metal)	Estimate 15	15.00	EA	15.00	EA	225.00
Barricade (Plastic)	Estimate 13	13.00	EA	15.00	EA	195.00
Cable Ramp	Estimate 170	170.00	EA	15.00	EA	2,550.00
Dumpster	Estimate 70	70.00	EA	19.00	EA	1,330.00
Electrical Splitter Box	Estimate 6	6.00	EA	55.00	EA	330.00
Electrical Usage	Estimate Only	1.00	EA	1,050.00	EVT	1,050.00
Forklift	Estimate 12 Hours	12.00	HR	75.00	HR	900.00
Hang Tag - 2 Day	Estimate 400	400.00	EA	10.00	EA	4,000.00
Man Lift	TBD	TBD	HR	75.00	HR	TBD
Marquee Board	08/01/2021 - 08/29/2021	1.00	EA	Included		Included
Portable Electronic Message Board	08/28/2021 - 08/29/2021	2.00	EA	75.00	EA/DAY	300.00
Scissor Lift	TBD	TBD	HR	75.00	HR	TBD
Stanchion	TBD	TBD	EA	5.00	EA	TBD
Sweeper (In-House)	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
Ticket Booth (Double Window)	Estimate 1	1.00	EA	100.00	EA	100.00
<b>Total:</b>						<b>11,700.00</b>

## Event Information

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
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## Event Operations

### Set Up

**Event Day**

Grounds Attendant Lead	08/29/2021 08:00AM - 05:00PM	1.00	EA	30.00	HR	270.00
Grounds Attendant	08/29/2021 08:00AM - 05:00PM	5.00	EA	25.00	HR	1,125.00
Janitorial Attendant Lead	08/29/2021 08:00AM - 05:00PM	1.00	EA	30.00	HR	270.00
Janitorial Attendant	08/29/2021 08:00AM - 05:00PM	6.00	EA	25.00	HR	1,350.00
Electrician	TBD	TBD	EA	62.50	HR	TBD

## Clean Up

### **Event Sales & Services**

### Parking

## Safety & Security

*\*\*Additional event and overnight security coverage will be provided by an outside contractor at a minimum of 343.5 hours.*

### Outside Services

**Total: 26,106.00**

# EXHIBIT A

## Event Information

### Summary

Facility Rental Total	\$7,175.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$37,806.00
Refundable Deposit	\$1,500.00

**Grand Total: \$46,481.00**

### Payment Schedule

#### Payment Schedule

First Payment

#### Due Date

*Upon Signing*

#### Amount

\$46,481.00

**Total: \$46,481.00**

**Please Remit Payment in \*Check Only\***

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

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

### CANNABIS EVENTS

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

### CANOPIES / TENTS

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

### EVENT PROGRAM POLICIES AND PROCEDURES

As specified on page 1 of this Rental Agreement, the Event Sales & Services Policies & Procedures Handbook is a part of this Agreement, and Renter agrees to abide by said Policies and Procedures. The handbook is located on the OC Fair & Event Center website, and can also be accessed at <https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf>.

### EXHIBIT V

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

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

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

### SOUND ORDINANCE

Per City Ordinance, loud noise is not allowed during move in and move out between the hours of 9:00 PM to 8:00 AM. Please refer to Exhibit E. Sound Monitor/Engineer must be on site for sound check and all music performances. All outside (on grounds) amplified music/sound must end by 10:00 PM on Friday and Saturday, and by 9:00 PM Sunday through Thursday unless otherwise approved in writing by OCFEC. Bull horns or similar devices are not allowed. Vendors are prohibited from playing any sound systems (radios, public address systems, portable speakers, etc) that create amplified sound. Any proposed outdoor music/sound producing entertainment (i.e. - DJ, stage performance, etc) must be discussed with and approved by OCFEC Sound Engineer prior to the event. Installation of suitable barriers is required by OCFEC as sound mitigation measures. Should the Sound Engineer/Sound Monitor or Event Coordinator request that the volume of music, sound or noise be lowered or turned off, B & L Productions, Inc. must comply with request.

FORM F-31

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

AGREEMENT NO. **R-051-21**

DATE **July 30, 2021**

FAIRTIME

INTERIM **XX**

### **RENTAL AGREEMENT**

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

#### **WITNESSETH:**

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

**October 9 - 10, 2021**

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

#### **See Exhibit A**

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

#### **Observatory Off-Site Parking**

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

**\$1,750.50**

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

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

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

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

**Live Nation Worldwide Inc**  
**3503 South Harbor Boulevard**  
**Santa Ana, CA 92704**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: **Ryan Blank, General Manager**

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

# EXHIBIT A

Event Information			
<b>Event Name:</b>	Observatory Off-Site Parking	<b>Contract No:</b>	R-051-21
<b>Contact Person:</b>	Ryan Blank	<b>Phone:</b>	(949) 525-2859
<b>Event Date:</b>	10/09/2021	<b>Hours:</b>	3:00 PM - 12:30 AM
			Concert Hours: 5:00 PM - 10:30 PM
<b>Vehicle Parking Fee:</b>	\$10.00 General Parking	<b>Projected Attendance:</b>	1,500 Vehicles

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Saturday</b>			
Parking Lot D, E & F	10/09/2021 03:00 PM - 10/10/2021 12:30 AM	Event	\$10.00 Per Vehicle

**Total: General Parking**

Hosting of this event in the above specified spaces, Parking Lot D, E and F, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.

Move out must be completed by 11:59 AM Sunday - October 10, 2021 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
Bench (Metal)	TBD	TBD	EA	15.00	EA	TBD
Dumpster	Estimate 2	2.00	EA	19.00	EA	38.00
Portable Electronic Message Board	10/09/2021	1.00	EA	75.00	EA/DAY	75.00
<b>Total:</b>						<b>113.00</b>

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<b>Event Operations</b>						
<b>Set Up / Clean Up</b>						
Grounds Attendant	Estimate 10 Hours	10.00	HR	25.00	HR	250.00
<b>Parking</b>						
Parking Attendant Lead	Estimate 10 Hours	10.00	EA	30.00	HR	300.00
Parking Attendant	Estimate 12 Hours	12.00	EA	25.00	HR	300.00
<b>Safety &amp; Security</b>						
Security Attendant - Parking Lot	10/09/2021 02:30 PM - 01:00 AM	3.00	EA	25.00	HR	787.50
<b>Total:</b>						<b>1,637.50</b>

## Summary

Facility Rental Total	General Parking
Estimated Equipment, Reimbursable Personnel and Services Total	\$1,750.50
<b>Grand Total:</b>	<b>\$1,750.50</b>

## Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$1,750.50
<b>Total:</b>		<b>\$1,750.50</b>

Please Remit Payment in \*Check Only\*

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

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

# EXHIBIT A

## Event Information

### **CANNABIS EVENTS**

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

### **EVENT PROGRAM POLICIES AND PROCEDURES**

As specified on page 1 of this Rental Agreement, the Event Sales & Services Policies & Procedures Handbook is a part of this Agreement, and Renter agrees to abide by said Policies and Procedures. The handbook is located on the OC Fair & Event Center website, and can also be accessed at <https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf>

### **EXHIBIT V**

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

### **LIGHT TOWER**

Live Nation Worldwide Inc is responsible for providing light towers at the shuttle stop location.

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

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

### **RESTROOMS**

Live Nation Worldwide Inc is responsible for providing portable restrooms for the shuttle stop location.

### **SHUTTLE BUSES**

Live Nation Worldwide Inc will provide staff at the shuttle stop location to assist attendees. Live Nation Worldwide Inc will work with OC Fair & Event Center Parking Department to set up shuttle stop and signage. Signage will only be allowed in approved locations.



FORM F-31

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

AGREEMENT NO. **R-052-21**

DATE **August 13, 2021**

FAIRTIME

INTERIM **XX**

### **RENTAL AGREEMENT**

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

#### **WITNESSETH:**

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

**August 25 - 26, 2021**

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

#### **See Exhibit A**

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

#### **Fight Club OC**

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

**\$14,697.25**

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

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

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

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

**Roy Englebrecht Promotions**  
**P.O Box 10205**  
**Newport Beach, CA 92658**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: **Roy Englebrecht, Promoter**

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

# EXHIBIT A

Event Information			
<b>Event Name:</b>	Fight Club OC	<b>Contract No:</b>	R-052-21
<b>Contact Person:</b>	Roy Englebrecht	<b>Phone:</b>	(949) 235-6155
<b>Event Date:</b>	08/26/2021	<b>Hours:</b>	Happy Hour (Baja Blues): 5:30 PM - 6:30 PM
		Doors:	6:30 PM
<b>Admission Price:</b>	Adult: \$40.00 - \$80.00	Event:	7:30 PM - 10:00 PM

<b>Vehicle Parking Fee:</b>	\$10.00 General Parking	<b>Projected Attendance:</b>	1,200
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Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Wednesday</b>			
The Hangar	08/25/2021 06:00 AM - 11:59 PM	Move In	500.00
<b>Thursday</b>			
The Hangar	08/26/2021 05:30 PM - 10:00 PM	Event	2,000.00

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

**Total: 2,500.00**

Estimated Equipment Fees					
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>	
25 MB Internet - Hard Line	08/26/2021	1.00 EA	250.00 EA/DAY	250.00	
100 Amp Drop	Estimate 1	1.00 EA	180.00 EA	180.00	
200 Amp Drop	As Needed Per Request	TBD EA	360.00 EA	TBD	
Barricade (Plastic)	Flat Rate (Delivery & Pick Up Only, No Set Up)	1.00 EA	200.00 FLAT	200.00	
Bleacher (100 Seat Section)	Estimate 3	3.00 EA	200.00 EA	600.00	
Cable Ramp	As Needed Per Request	TBD EA	15.00 EA	TBD	
Chair (Individual)	Estimate 300	300.00 EA	1.00 EA	300.00	
Chair (Tied)	Estimate 1,000	1,000.00 EA	2.00 EA	2,000.00	
Dumpster	Estimate 6	6.00 EA	19.00 EA	114.00	
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD	
Electrical Usage	Estimate Only	1.00 EVT	200.00 EVT	200.00	
Folding Table (Rectangular)	Estimate 2	2.00 EA	15.00 EA	30.00	
Forklift	Estimate 6 Hours	6.00 HR	75.00 HR	450.00	
Man Lift	Estimate 3 Hours	3.00 HR	75.00 HR	225.00	
Marquee Board	08/20/2021 - 08/26/2021	1.00 EA	Included	Included	
Portable Electronic Message Board	08/26/2021	2.00 EA	75.00 EA/DAY	150.00	
Projector and Screen	08/26/2021	1.00 EA	1,500.00 EA/DAY	1,500.00	
Scissor Lift	Estimate 2 Hours	2.00 HR	75.00 HR	150.00	
Stanchion	Estimate 40	40.00 EA	1.00 EA	40.00	
Sweeper (In-House)	Estimate 2 Hours	2.00 HR	75.00 HR	150.00	
Trussing Unit	As Needed Per Request	TBD EA	100.00 EA	TBD	
Wireless Internet Router	Estimate 2	2.00 EA	75.00 EA	150.00	

**Total: 6,689.00**

Reimbursable Personnel and Services Fees					
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>	
<b>Event Operations</b>					
<b>Set Up</b>					
Grounds Attendant	Estimate 12 Hours	12.00 HR	25.00 HR	300.00	
Electrician	Estimate 2 Hours	2.00 HR	62.50 HR	125.00	
<b>Event Day</b>					
Grounds Attendant Lead	08/26/2021 05:30PM - 10:00PM	1.00 EA	30.00 HR	135.00	
Grounds Attendant	08/26/2021 05:30PM - 10:00PM	2.00 EA	25.00 HR	225.00	
Janitorial Attendant	08/26/2021 05:30PM - 10:00PM	2.00 EA	25.00 HR	225.00	
Electrician	08/26/2021 05:30PM - 10:00PM	1.00 EA	62.50 HR	281.25	

# EXHIBIT A

## Event Information

### Clean Up

Grounds Attendant Lead	Estimate 5 Hours	5.00	HR	30.00	HR	150.00
Grounds Attendant	Estimate 10 Hours	10.00	HR	25.00	HR	250.00
Janitorial Attendant	Estimate 4 Hours	4.00	HR	25.00	HR	100.00
Electrician	Estimate 2 Hours	2.00	HR	62.50	HR	125.00

### Event Sales & Services

Event Coordinator	08/26/2021 05:30PM - 10:00PM	1.00	EA	50.00	HR	225.00
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### Parking

Parking Attendant	Estimate 4 Hours	4.00	HR	25.00	HR	100.00
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### Safety & Security

Security Attendant Lead	08/26/2021 06:15PM - 10:45PM	1.00	EA	30.00	HR	135.00
Security Attendant	08/26/2021 04:30PM - 09:00PM	2.00	EA	25.00	HR	225.00
Security Attendant	08/26/2021 06:15PM - 10:45PM	3.00	EA	25.00	HR	337.50

### Technology

Technology Attendant	Estimate 1 Hour	1.00	HR	50.00	HR	50.00
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### Outside Services

Orange County Sheriff Services	Estimate Only	3.00	EA	1,400.00	EVT	1,400.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	225.00	EVT	225.00

**Total: 5,008.25**

### Summary

Facility Rental Total	\$2,500.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$11,697.25
Refundable Deposit	\$500.00

**Grand Total: \$14,697.25**

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	08/11/2021	\$2,500.00
Second Payment (Balance)	08/24/2021	\$12,197.25

**Total: \$14,697.25**

Please Remit Payment in \*Check Only\*

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

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

### BOOKING PROTECTION

In an effort to ensure that no two (2) similar combative sports events take place in The Hangar in close proximity to regularly scheduled Fight Club OC shows throughout the entire 2021 Season, the OCFEC shall not book fight events with any other promoter within the two (2) week period prior and/or after scheduled Fight Club OC event dates.

### CANNABIS EVENTS

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

# EXHIBIT A

## Event Information

### **CHAIRS**

Event Producer will pay a chair rental fee of \$2.00 per tied chair and \$1.00 per non-tied chair. This will include set up and tear down of chairs by OCFEC staff.

### **COMPLIMENTARY PARKING PASSES**

Event Producer will be provided thirty-five (35) complimentary passes and approval for a Pass List of up to sixteen (16) additional people. Complimentary Passes and Pass List together not to exceed fifty-one (51) Complimentary Parking passes. **Additional names on the Pass List, above the established limit of fifty-one (51), will be charged to the Event Producer at \$3.00 per name.**

### **EVENT PROGRAM POLICIES AND PROCEDURES**

As specified on page 1 of this Rental Agreement, the Event Sales & Services Policies & Procedures Handbook is a part of this Agreement, and Renter agrees to abide by said Policies and Procedures. The handbook is located on the OC Fair & Event Center website, and can also be accessed at <https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf>

### **EXHIBIT V**

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

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

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

FORM F-31

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

AGREEMENT NO. **R-053-21**

DATE **July 21, 2021**

FAIRTIME

INTERIM **XX**

### **RENTAL AGREEMENT**

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

#### **WITNESSETH:**

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

**September 22 - 23, 2021**

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

#### **See Exhibit A**

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

#### **Fight Club OC**

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

**\$14,697.25**

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

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

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

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

**Roy Englebrecht Promotions**  
**P.O Box 10205**  
**Newport Beach, CA 92658**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: **Roy Englebrecht, Promoter**

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

# EXHIBIT A

Event Information					
<b>Event Name:</b>	Fight Club OC	<b>Contract No:</b>	R-053-21		
<b>Contact Person:</b>	Roy Englebrecht	<b>Phone:</b>	(949) 235-6155		
<b>Event Date:</b>	09/23/2021	<b>Hours:</b>	Happy Hour (Baja Blues):	5:30 PM - 6:30 PM	
			Doors:	6:30 PM	
<b>Admission Price:</b>	Adult: \$40.00 - \$80.00		Event:	7:30 PM - 10:00 PM	

<b>Vehicle Parking Fee:</b>	\$10.00 General Parking	<b>Projected Attendance:</b>	1,200
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Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Wednesday</b>			
The Hangar	09/22/2021 06:00 AM - 11:59 PM	Move In	500.00
<b>Thursday</b>			
The Hangar	09/23/2021 05:30 PM - 10:00 PM	Event	2,000.00
<b>Total:</b>			<b>2,500.00</b>

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

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
25 MB Internet - Hard Line	09/23/2021	1.00	EA	250.00	EA/DAY	250.00
100 Amp Drop	Estimate 1	1.00	EA	180.00	EA	180.00
200 Amp Drop	As Needed Per Request	TBD	EA	360.00	EA	TBD
Barricade (Plastic)	Flat Rate (Delivery & Pick Up Only, No Set Up)	1.00	EA	200.00	FLAT	200.00
Bleacher (100 Seat Section)	Estimate 3	3.00	EA	200.00	EA	600.00
Cable Ramp	As Needed Per Request	TBD	EA	15.00	EA	TBD
Chair (Individual)	Estimate 300	300.00	EA	1.00	EA	300.00
Chair (Tied)	Estimate 1,000	1,000.00	EA	2.00	EA	2,000.00
Dumpster	Estimate 6	6.00	EA	19.00	EA	114.00
Electrical Splitter Box	TBD	TBD	EA	55.00	EA	TBD
Electrical Usage	Estimate Only	1.00	EVT	200.00	EVT	200.00
Folding Table (Rectangular)	Estimate 2	2.00	EA	15.00	EA	30.00
Forklift	Estimate 6 Hours	6.00	HR	75.00	HR	450.00
Man Lift	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
Marquee Board	09/17/2021 - 09/23/2021	1.00	EA	Included		Included
Portable Electronic Message Board	09/23/2021	2.00	EA	75.00	EA/DAY	150.00
Projector and Screen	09/23/2021	1.00	EA	1,500.00	EA/DAY	1,500.00
Scissor Lift	Estimate 2 Hours	2.00	HR	75.00	HR	150.00
Stanchion	Estimate 40	40.00	EA	1.00	EA	40.00
Sweeper (In-House)	Estimate 2 Hours	2.00	HR	75.00	HR	150.00
Trussing Unit	As Needed Per Request	TBD	EA	100.00	EA	TBD
Wireless Internet Router	Estimate 2	2.00	EA	75.00	EA	150.00
<b>Total:</b>						<b>6,689.00</b>

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<b>Event Operations</b>						
<b>Set Up</b>						
Grounds Attendant	Estimate 12 Hours	12.00	HR	25.00	HR	300.00
Electrician	Estimate 2 Hours	2.00	HR	62.50	HR	125.00
<b>Event Day</b>						
Grounds Attendant Lead	09/23/2021 05:30PM - 10:00PM	1.00	EA	30.00	HR	135.00
Grounds Attendant	09/23/2021 05:30PM - 10:00PM	2.00	EA	25.00	HR	225.00
Janitorial Attendant	09/23/2021 05:30PM - 10:00PM	2.00	EA	25.00	HR	225.00
Electrician	09/23/2021 05:30PM - 10:00PM	1.00	EA	62.50	HR	281.25



# EXHIBIT A

## Event Information

### Clean Up

Grounds Attendant Lead	Estimate 5 Hours	5.00	HR	30.00	HR	150.00
Grounds Attendant	Estimate 10 Hours	10.00	HR	25.00	HR	250.00
Janitorial Attendant	Estimate 4 Hours	4.00	HR	25.00	HR	100.00
Electrician	Estimate 2 Hours	2.00	HR	62.50	HR	125.00

### Event Sales & Services

Event Coordinator	09/23/2021 05:30PM - 10:00PM	1.00	EA	50.00	HR	225.00
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### Parking

Parking Attendant	Estimate 4 Hours	4.00	HR	25.00	HR	100.00
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### Safety & Security

Security Attendant Lead	09/23/2021 06:15PM - 10:45PM	1.00	EA	30.00	HR	135.00
Security Attendant	09/23/2021 04:30PM - 09:00PM	2.00	EA	25.00	HR	225.00
Security Attendant	09/23/2021 06:15PM - 10:45PM	3.00	EA	25.00	HR	337.50

### Technology

Technology Attendant	Estimate 1 Hour	1.00	HR	50.00	HR	50.00
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### Outside Services

Orange County Sheriff Services	Estimate Only	3.00	EA	1,400.00	EVT	1,400.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	225.00	EVT	225.00

**Total: 5,008.25**

### Summary

Facility Rental Total	\$2,500.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$11,697.25
Refundable Deposit	\$500.00

**Grand Total: \$14,697.25**

### Payment Schedule

#### Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	09/08/2021	\$2,500.00
Second Payment (Balance)	09/21/2021	\$12,197.25

**Total: \$14,697.25**

Please Remit Payment in \*Check Only\*

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

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

### BOOKING PROTECTION

In an effort to ensure that no two (2) similar combative sports events take place in The Hangar in close proximity to regularly scheduled Fight Club OC shows throughout the entire 2021 Season, the OCFEC shall not book fight events with any other promoter within the two (2) week period prior and/or after scheduled Fight Club OC event dates.

### CANNABIS EVENTS

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

# EXHIBIT A

## Event Information

### **CHAIRS**

Event Producer will pay a chair rental fee of \$2.00 per tied chair and \$1.00 per non-tied chair. This will include set up and tear down of chairs by OCFEC staff.

### **COMPLIMENTARY PARKING PASSES**

Event Producer will be provided thirty-five (35) complimentary passes and approval for a Pass List of up to sixteen (16) additional people. Complimentary Passes and Pass List together not to exceed fifty-one (51) Complimentary Parking passes. **Additional names on the Pass List, above the established limit of fifty-one (51), will be charged to the Event Producer at \$3.00 per name.**

### **EVENT PROGRAM POLICIES AND PROCEDURES**

As specified on page 1 of this Rental Agreement, the Event Sales & Services Policies & Procedures Handbook is a part of this Agreement, and Renter agrees to abide by said Policies and Procedures. The handbook is located on the OC Fair & Event Center website, and can also be accessed at <https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf>

### **EXHIBIT V**

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

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

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

FORM F-31

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

AGREEMENT NO. **R-054-21**

DATE **July 21, 2021**

FAIRTIME

INTERIM **XX**

### **RENTAL AGREEMENT**

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

#### **WITNESSETH:**

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

**October 13 - 14, 2021**

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

#### **See Exhibit A**

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

#### **Fight Club OC**

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

**\$14,697.25**

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

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

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

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

**Roy Englebrecht Promotions**  
**P.O Box 10205**  
**Newport Beach, CA 92658**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: **Roy Englebrecht, Promoter**

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

# EXHIBIT A

Event Information			
<b>Event Name:</b>	Fight Club OC	<b>Contract No:</b>	R-054-21
<b>Contact Person:</b>	Roy Englebrecht	<b>Phone:</b>	(949) 235-6155
<b>Event Date:</b>	10/14/2021	<b>Hours:</b>	Happy Hour (Baja Blues): 5:30 PM - 6:30 PM
		Doors:	6:30 PM
<b>Admission Price:</b>	Adult: \$40.00 - \$80.00	Event:	7:30 PM - 10:00 PM

<b>Vehicle Parking Fee:</b>	\$10.00 General Parking	<b>Projected Attendance:</b>	1,200
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Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Wednesday</b>			
The Hangar	10/13/2021 06:00 AM - 11:59 PM	Move In	500.00
<b>Thursday</b>			
The Hangar	10/14/2021 05:30 PM - 10:00 PM	Event	2,000.00

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

**Total: 2,500.00**

Estimated Equipment Fees					
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>		<u>Actual</u>
25 MB Internet - Hard Line	10/14/2021	1.00 EA	250.00 EA/DAY		250.00
100 Amp Drop	Estimate 1	1.00 EA	180.00 EA		180.00
200 Amp Drop	As Needed Per Request	TBD EA	360.00 EA		TBD
Barricade (Plastic)	Flat Rate (Delivery & Pick Up Only, No Set Up)	1.00 EA	200.00 FLAT		200.00
Bleacher (100 Seat Section)	Estimate 3	3.00 EA	200.00 EA		600.00
Cable Ramp	As Needed Per Request	TBD EA	15.00 EA		TBD
Chair (Individual)	Estimate 300	300.00 EA	1.00 EA		300.00
Chair (Tied)	Estimate 1,000	1,000.00 EA	2.00 EA		2,000.00
Dumpster	Estimate 6	6.00 EA	19.00 EA		114.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA		TBD
Electrical Usage	Estimate Only	1.00 EVT	200.00 EVT		200.00
Folding Table (Rectangular)	Estimate 2	2.00 EA	15.00 EA		30.00
Forklift	Estimate 6 Hours	6.00 HR	75.00 HR		450.00
Man Lift	Estimate 3 Hours	3.00 HR	75.00 HR		225.00
Marquee Board	10/08/2021 - 10/14/2021	1.00 EA	Included		Included
Portable Electronic Message Board	10/14/2021	2.00 EA	75.00 EA/DAY		150.00
Projector and Screen	10/14/2021	1.00 EA	1,500.00 EA/DAY		1,500.00
Scissor Lift	Estimate 2 Hours	2.00 HR	75.00 HR		150.00
Stanchion	Estimate 40	40.00 EA	1.00 EA		40.00
Sweeper (In-House)	Estimate 2 Hours	2.00 HR	75.00 HR		150.00
Trussing Unit	As Needed Per Request	TBD EA	100.00 EA		TBD
Wireless Internet Router	Estimate 2	2.00 EA	75.00 EA		150.00

**Total: 6,689.00**

Reimbursable Personnel and Services Fees					
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>		<u>Actual</u>
<b>Event Operations</b>					
<b>Set Up</b>					
Grounds Attendant	Estimate 12 Hours	12.00 HR	25.00 HR		300.00
Electrician	Estimate 2 Hours	2.00 HR	62.50 HR		125.00
<b>Event Day</b>					
Grounds Attendant Lead	10/14/2021 05:30PM - 10:00PM	1.00 EA	30.00 HR		135.00
Grounds Attendant	10/14/2021 05:30PM - 10:00PM	2.00 EA	25.00 HR		225.00
Janitorial Attendant	10/14/2021 05:30PM - 10:00PM	2.00 EA	25.00 HR		225.00
Electrician	10/14/2021 05:30PM - 10:00PM	1.00 EA	62.50 HR		281.25

# EXHIBIT A

## Event Information

### Clean Up

Grounds Attendant Lead	Estimate 5 Hours	5.00	HR	30.00	HR	150.00
Grounds Attendant	Estimate 10 Hours	10.00	HR	25.00	HR	250.00
Janitorial Attendant	Estimate 4 Hours	4.00	HR	25.00	HR	100.00
Electrician	Estimate 2 Hours	2.00	HR	62.50	HR	125.00

### Event Sales & Services

Event Coordinator	10/14/2021 05:30PM - 10:00PM	1.00	EA	50.00	HR	225.00
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### Parking

Parking Attendant	Estimate 4 Hours	4.00	HR	25.00	HR	100.00
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### Safety & Security

Security Attendant Lead	10/14/2021 06:15PM - 10:45PM	1.00	EA	30.00	HR	135.00
Security Attendant	10/14/2021 04:30PM - 09:00PM	2.00	EA	25.00	HR	225.00
Security Attendant	10/14/2021 06:15PM - 10:45PM	3.00	EA	25.00	HR	337.50

### Technology

Technology Attendant	Estimate 1 Hour	1.00	HR	50.00	HR	50.00
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### Outside Services

Orange County Sheriff Services	Estimate Only	3.00	EA	1,400.00	EVT	1,400.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	225.00	EVT	225.00

**Total: 5,008.25**

### Summary

Facility Rental Total	\$2,500.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$11,697.25
Refundable Deposit	\$500.00

**Grand Total: \$14,697.25**

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	09/29/2021	\$2,500.00
Second Payment (Balance)	10/12/2021	\$12,197.25

**Total: \$14,697.25**

Please Remit Payment in \*Check Only\*

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

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

### BOOKING PROTECTION

In an effort to ensure that no two (2) similar combative sports events take place in The Hangar in close proximity to regularly scheduled Fight Club OC shows throughout the entire 2021 Season, the OCFEC shall not book fight events with any other promoter within the two (2) week period prior and/or after scheduled Fight Club OC event dates.

### CANNABIS EVENTS

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

# EXHIBIT A

## Event Information

### **CHAIRS**

Event Producer will pay a chair rental fee of \$2.00 per tied chair and \$1.00 per non-tied chair. This will include set up and tear down of chairs by OCFEC staff.

### **COMPLIMENTARY PARKING PASSES**

Event Producer will be provided thirty-five (35) complimentary passes and approval for a Pass List of up to sixteen (16) additional people. Complimentary Passes and Pass List together not to exceed fifty-one (51) Complimentary Parking passes. **Additional names on the Pass List, above the established limit of fifty-one (51), will be charged to the Event Producer at \$3.00 per name.**

### **EVENT PROGRAM POLICIES AND PROCEDURES**

As specified on page 1 of this Rental Agreement, the Event Sales & Services Policies & Procedures Handbook is a part of this Agreement, and Renter agrees to abide by said Policies and Procedures. The handbook is located on the OC Fair & Event Center website, and can also be accessed at <https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf>.

### **EXHIBIT V**

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

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

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

FORM F-31

AGREEMENT NO. **R-059-21**

REVIEWED \_\_\_\_\_

DATE **June 26, 2021**

FAIRTIME

APPROVED \_\_\_\_\_

INTERIM **XX**

### **RENTAL AGREEMENT**

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

#### **WITNESSETH:**

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

**August 25 - 30, 2021**

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

#### **See Exhibit A**

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

#### **Gem Faire**

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

**\$54,969.00**

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.
7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" "F" and "V" attached to this Agreement and incorporated by these references.
8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any



further liabilities and/or obligations in connection with this agreement and previously paid amounts should be refunded.

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

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

**Gem Faire, Inc.**  
**P.O Box 55337**  
**Portland, OR 97238**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: **Allen Van Volkinburgh, Manager**

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

# EXHIBIT A

Event Information			
<b>Event Name:</b>	Gem Faire	<b>Contract No:</b>	R-059-21
<b>Contact Person:</b>	Allen Van Volkinburgh	<b>Phone:</b>	(503) 252-8300
<b>Event Date:</b>	08/27/2021 - 08/29/2021	<b>Hours:</b>	Friday Wholesale: 10:00 AM - 12:00 PM Friday: 12:00 PM - 6:00 PM Saturday: 10:00 AM - 6:00 PM Sunday: 10:00 AM - 5:00 PM
<b>Admission Price:</b>	Adult: \$7 weekend pass (discount coupon online) Child: Under 12 - Free		
<b>Vehicle Parking Fee:</b>	\$10.00 General Parking	<b>Projected Attendance:</b>	2,500

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Wednesday</b>			
¼ Main Mall	08/25/2021 08:00 AM - 08:00 PM	Move In	218.75
Costa Mesa Building (#10)	08/25/2021 08:00 AM - 08:00 PM	Move In	2,262.50
Santa Ana Pavilion (Parade of Products)	08/25/2021 08:00 AM - 08:00 PM	Move In	1,062.50
<b>Thursday</b>			
¼ Main Mall	08/26/2021 08:00 AM - 08:00 PM	Move In	218.75
Costa Mesa Building (#10)	08/26/2021 08:00 AM - 08:00 PM	Move In	2,262.50
Santa Ana Pavilion (Parade of Products)	08/26/2021 08:00 AM - 08:00 PM	Move In	1,062.50
<b>Friday</b>			
¼ Main Mall	08/27/2021 12:00 PM - 06:00 PM	Event	437.50
Costa Mesa Building (#10)	08/27/2021 12:00 PM - 06:00 PM	Event	4,525.00
Santa Ana Pavilion (Parade of Products)	08/27/2021 12:00 PM - 06:00 PM	Event	2,125.00
<b>Saturday</b>			
¼ Main Mall	08/28/2021 10:00 AM - 06:00 PM	Event	437.50
Costa Mesa Building (#10)	08/28/2021 10:00 AM - 06:00 PM	Event	4,525.00
Santa Ana Pavilion (Parade of Products)	08/28/2021 10:00 AM - 06:00 PM	Event	2,125.00
<b>Sunday</b>			
¼ Main Mall	08/29/2021 10:00 AM - 05:00 PM	Event	437.50
Costa Mesa Building (#10)	08/29/2021 10:00 AM - 05:00 PM	Event	4,525.00
Santa Ana Pavilion (Parade of Products)	08/29/2021 10:00 AM - 05:00 PM	Event	2,125.00
<b>Monday</b>			
¼ Main Mall	08/30/2021 08:00 AM - 12:00 PM	Move Out	No Charge
Costa Mesa Building (#10)	08/30/2021 08:00 AM - 12:00 PM	Move Out	No Charge
Santa Ana Pavilion (Parade of Products)	08/30/2021 08:00 AM - 12:00 PM	Move Out	No Charge

**Total: 28,350.00**

Hosting of this event in the above specified space, ¼ Main Mall, Costa Mesa Building and Santa Ana Pavilion, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensure that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.

**Move out must be completed by 12:00 PM Monday - August 30, 2021 to avoid additional charges.**

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
20 Amp Drop	TBD	TBD	EA	25.00	EA	TBD
50 Amp Drop	Estimate 8	8.00	EA	70.00	EA	560.00
Barricade (Metal)	Estimate 55	55.00	EA	15.00	EA	825.00
Cable Ramp	Estimate 2	2.00	EA	15.00	EA	30.00
Dumpster	Estimate 30	30.00	EA	19.00	EA	570.00
Electrical Splitter Box	Estimate 22	22.00	EA	55.00	EA	1,210.00
Electrical Usage	Estimate Only	1.00	EA	3,300.00	EVT	3,300.00

# EXHIBIT A

Event Information						
Forklift	Estimate 10 Hours	10.00	HR	75.00	HR	750.00
Man Lift	Estimate 10 Hours	10.00	HR	75.00	HR	750.00
Marquee Board	08/01/2021 - 08/29/2021	1.00	EA	Included		Included
Portable Electronic Message Board	08/27/2021 - 08/29/2021	2.00	EA	75.00	EA/DAY	450.00
Public Address System (Per Building)	08/27/2021 - 08/29/2021	2.00	EA	75.00	EA/DAY	450.00
Scissor Lift	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
Sweeper (In-House)	Estimate 9 Hours	9.00	HR	75.00	HR	675.00
Ticket Booth (Double Window)	Estimate 1	1.00	EA	100.00	EA	100.00
Trussing Unit	Estimate 2	2.00	EA	100.00	EA	200.00
Umbrella w/ Stand	Estimate 1	1.00	EA	15.00	EA	15.00
Total:						10,110.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant	Estimate 8 Hours	8.00	HR	25.00	HR	200.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	25.00	HR	200.00
Electrician	Estimate 11 Hours	11.00	HR	62.50	HR	687.50
Event Day						
Grounds Attendant Lead	08/27/2021 09:00AM - 06:00PM	1.00	EA	30.00	HR	270.00
Grounds Attendant	08/27/2021 09:00AM - 06:00PM	2.00	EA	25.00	HR	450.00
Janitorial Attendant	08/27/2021 09:00AM - 06:00PM	2.00	EA	25.00	HR	450.00
Grounds Attendant Lead	08/28/2021 09:00AM - 06:00PM	1.00	EA	30.00	HR	270.00
Grounds Attendant	08/28/2021 09:00AM - 06:00PM	2.00	EA	25.00	HR	450.00
Janitorial Attendant	08/28/2021 09:00AM - 06:00PM	2.00	EA	25.00	HR	450.00
Grounds Attendant Lead	08/29/2021 09:00AM - 05:00PM	1.00	EA	30.00	HR	240.00
Grounds Attendant	08/29/2021 09:00AM - 05:00PM	2.00	EA	25.00	HR	400.00
Janitorial Attendant	08/29/2021 09:00AM - 05:00PM	2.00	EA	25.00	HR	400.00
Clean Up						
Grounds Attendant Lead	Estimate 5 Hours	5.00	HR	30.00	HR	150.00
Grounds Attendant	Estimate 15 Hours	15.00	HR	25.00	HR	375.00
Janitorial Attendant	Estimate 10 Hours	10.00	HR	25.00	HR	250.00
Electrician	Estimate 10 Hours	10.00	HR	62.50	HR	625.00
<u>Event Sales &amp; Services</u>						
Event Coordinator	08/27/2021 09:00AM - 06:00PM	1.00	EA	50.00	HR	450.00
Event Coordinator	08/28/2021 09:00AM - 06:00PM	1.00	EA	50.00	HR	450.00
Event Coordinator	08/29/2021 09:00AM - 05:00PM	1.00	EA	50.00	HR	400.00
<u>Parking</u>						
Parking Attendant Lead	08/26/2021 10:00AM - 07:00PM	1.00	EA	30.00	HR	270.00
Parking Attendant	08/26/2021 10:00AM - 07:00PM	2.00	EA	25.00	HR	450.00
<u>Safety &amp; Security</u>						
Security Attendant	08/26/2021 09:45AM - 06:00PM	4.00	EA	25.00	HR	825.00
Security Attendant - Overnight	08/26/2021 06:00PM - 07:00AM	2.00	EA	25.00	HR	650.00
Security Attendant - Daytime	08/27/2021 07:00AM - 12:00PM	2.00	EA	25.00	HR	250.00
Security Attendant - Daytime	08/27/2021 10:00AM - 06:00PM	2.00	EA	25.00	HR	400.00
Security Attendant - Overnight	08/27/2021 06:00PM - 07:00AM	2.00	EA	25.00	HR	650.00

# EXHIBIT A

Event Information							
Security Attendant - Daytime	08/28/2021 07:00AM - 12:00PM	1.00	EA	25.00	HR	125.00	
Security Attendant - Daytime	08/28/2021 10:00AM - 06:00PM	2.00	EA	25.00	HR	400.00	
Security Attendant - Overnight	08/28/2021 06:00PM - 07:00AM	2.00	EA	25.00	HR	650.00	
Security Attendant	08/29/2021 07:00AM - 12:00PM	1.00	EA	25.00	HR	125.00	
Security Attendant	08/29/2021 10:00AM - 06:00PM	2.00	EA	25.00	HR	400.00	
Security Attendant	08/29/2021 04:00PM - 09:00PM	4.00	EA	25.00	HR	500.00	

## Technology

Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00	
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## Outside Services

Emergency Medical Services	08/27/2021 09:30AM - 06:30PM	2.00	EA	26.00	HR	468.00	
Emergency Medical Services	08/28/2021 09:30AM - 06:30PM	2.00	EA	26.00	HR	468.00	
Emergency Medical Services	08/29/2021 09:30AM - 05:30PM	2.00	EA	26.00	HR	416.00	
Orange County Sheriff Services	Estimate Only	1.00	EA	1,000.00	EVT	1,000.00	
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50	

**Total: 15,709.00**

## Summary

Facility Rental Total	\$28,350.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$25,819.00
Refundable Deposit	\$800.00

**Grand Total: \$54,969.00**

## Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$54,969.00
<b>Total:</b>		<b>\$54,969.00</b>

Please Remit Payment in \*Check Only\*

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

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

## CANNABIS EVENTS

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

## CANOPIES / TENTS

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

# EXHIBIT A

## Event Information

### **EVENT PROGRAM POLICIES AND PROCEDURES**

As specified on page 1 of this Rental Agreement, the Event Sales & Services Policies & Procedures Handbook is a part of this Agreement, and Renter agrees to abide by said Policies and Procedures. The handbook is located on the OC Fair & Event Center website, and can also be accessed at <https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf>.

### **EXHIBIT V**

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

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

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

FORM F-31

AGREEMENT NO. **R-060-21**

DATE **August 12, 2021**

REVIEWED \_\_\_\_\_

FAIRTIME

INTERIM **XX**

APPROVED \_\_\_\_\_

### **RENTAL AGREEMENT**

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

#### **WITNESSETH:**

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

**November 8, 2021 - January 9, 2022**

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

#### **See Exhibit A**

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

#### **Winter Fest OC Presents: Night of Lights**

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

**\$192,439.38**

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.
7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" "F" and "V" attached to this Agreement and incorporated by these references.
8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any

further liabilities and/or obligations in connection with this agreement and previously paid amounts should be refunded.

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

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

**Winter Fun Festivals LLC**  
**5267 Warner Avenue, #265**  
**Huntington Beach, CA 92649**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Mark Entner, CEO**

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

## **RULES AND REGULATIONS GOVERNING RENTAL SPACE**

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises plot for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.**
3. All buildings, temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and the local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is a food serving concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation. Upon request, Renter must furnish to Association receipts for license fees, tax deposits, insurance, etc., prior to event.
4. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privilege provided in the Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
5. Renter will post in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Agreement; the size of said sign, manner and place of posting to be pre-approved by Association.
6. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
7. All sound-producing devices used by Renter within the Premises must be of such a nature and must be so operated, as not to cause annoyance or inconvenience to patrons or to other Concessionaires or Exhibitors. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission thereof from Association.
8. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter shall not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale, shall be subject to the approval of the Association and the local law enforcement officials.
9. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the Premises, reasonable wear and tear expected. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property own by Association, and to be entirely responsible for the use of the Premises and such property.



10. Association may provide watchman service, which will provide for reasonable protection of the property of Renters, but Association shall not be responsible for loss or damage to the property of Renter.
11. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature must be removed from the Premises by Renter, at Renter's own expense, upon expiration or early termination of this Agreement. It is understood that in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove all remaining material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
12. No Renter will be permitted to sell or dispose of anywhere on the Premises alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.
13. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
14. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such rules and regulations.
15. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
16. "Contractor, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127)."
17. Renter recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that the Renter may be subject to the payment of property taxes levied on such interest.
18. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times. Association shall have the right to retain a key to the Premises and may enter with at least 24-hour written notice to Renter.
19. The Parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
20. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

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

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

# EXHIBIT A

## Event Information

<b>Event Name:</b>	Night of Lights OC	<b>Contract No:</b>	R-060-21
<b>Contact Person:</b>	Mark Entner	<b>Phone:</b>	(949) 514-9659
<b>Event Date:</b>	11/26/2021 - 01/02/2022	<b>Hours:</b>	<b>Gates Open Daily: 4:30 PM</b> Wednesday - Thursday: 5:00 PM - 11:00 PM Friday - Saturday: 5:00 PM - 12:00 AM Sunday: 5:00 PM - 11:00 PM December 31: 5:00 PM - 12:30 AM
<b>Admission Price:</b>	TBD	<b>Projected Attendance:</b>	Up to 500 Vehicles Per Hour
<b>Vehicle Parking Fee:</b>	No Charge		

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
1/2 Parking Lot A/H*	11/08/2021 - 11/25/2021	Move In	18,450.00
1/2 Parking Lot A/H*	11/26/2021 - 11/27/2021 05:00 PM - 12:00 AM	Event	4,100.00
1/2 Parking Lot A/H*	11/28/2021 05:00 PM - 11:00 PM	Event	2,050.00
1/2 Parking Lot A/H*	11/29/2021 - 11/30/2021	Dark Day	2,050.00
1/2 Parking Lot A/H*	12/01/2021 - 12/02/2021 05:00 PM - 11:00 PM	Event	4,100.00
1/2 Parking Lot A/H*	12/03/2021 - 12/04/2021 05:00 PM - 12:00 AM	Event	4,100.00
1/2 Parking Lot A/H*	12/05/2021 05:00 PM - 11:00 PM	Event	2,050.00
1/2 Parking Lot A/H*	12/06/2021 - 12/07/2021	Dark Day	2,050.00
1/2 Parking Lot A/H*	12/08/2021 - 12/09/2021 05:00 PM - 11:00 PM	Event	4,100.00
1/2 Parking Lot A/H*	12/10/2021 - 12/11/2021 05:00 PM - 12:00 AM	Event	4,100.00
1/2 Parking Lot A/H*	12/12/2021 05:00 PM - 11:00 PM	Event	2,050.00
1/2 Parking Lot A/H*	12/13/2021 - 12/14/2021	Dark Day	2,050.00
1/2 Parking Lot A/H*	12/15/2021 - 12/16/2021 05:00 PM - 11:00 PM	Event	4,100.00
1/2 Parking Lot A/H*	12/17/2021 - 12/18/2021 05:00 PM - 12:00 AM	Event	4,100.00
1/2 Parking Lot A/H*	12/19/2021 05:00 PM - 11:00 PM	Event	2,050.00
1/2 Parking Lot A/H*	12/20/2021 - 12/21/2021	Dark Day	2,050.00
1/2 Parking Lot A/H*	12/22/2021 - 12/23/2021 05:00 PM - 11:00 PM	Event	4,100.00
1/2 Parking Lot A/H*	12/24/2021 - 12/25/2021 05:00 PM - 12:00 AM	Event	4,100.00
1/2 Parking Lot A/H*	12/26/2021 05:00 PM - 11:00 PM	Event	2,050.00
1/2 Parking Lot A/H*	12/27/2021 - 12/28/2021	Dark Day	2,050.00
1/2 Parking Lot A/H*	12/29/2021 - 12/30/2021 05:00 PM - 12:00 AM	Event	4,100.00
1/2 Parking Lot A/H*	12/31/2021 05:00 PM - 12:30 AM	Event	2,050.00
1/2 Parking Lot A/H*	01/01/2022 05:00 PM - 12:00 AM	Event	2,100.00
1/2 Parking Lot A/H*	01/02/2022 05:00 PM - 11:00 PM	Event	2,100.00
1/2 Parking Lot A/H*	01/03/2022 - 01/05/2022 05:00 PM - 11:00 PM	Move Out	Included
1/2 Parking Lot A/H*	01/06/2022 - 01/09/2022	Move Out	4,200.00
<b>Total:</b>			<b>90,400.00</b>

\*See map of South Parking Lot A/Parking Lot H event space included in Exhibit A.

Hosting of this event in the above specified space, 1/2 Parking Lot A and 1/2 Parking Lot H, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also insurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.

Move out must be completed by 11:59 PM Sunday - January 9, 2022 to avoid additional charges.

## Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
50 MB Internet - Hard Line	11/08/2021 - 01/09/2022	1.00 EA	850.00 EVT	850.00
20 Amp Drop	Estimate 1	1.00 EA	25.00 EA	25.00
50 Amp Drop	Estimate 1	1.00 EA	70.00 EA	70.00
100 Amp Drop	Estimate 4	4.00 EA	180.00 EA	720.00
200 Amp Drop	Estimate 2	2.00 EA	360.00 EA	720.00
Cable Ramp	TBD	TBD EA	15.00 EA	TBD
Cube Tower	Estimate 7	7.00 EA	100.00 EA	700.00
Dumpster	TBD	TBD EA	19.00 EA	TBD
Electrical Splitter Box	Estimate 20	20.00 EA	55.00 EA	1,100.00

# EXHIBIT A

Event Information						
Electrical Usage	Estimate Only (28 Days)	1.00	EA	7,000.00	EVT	7,000.00
Carousel Horse	Estimate 6	6.00	EA	75.00	EA	450.00
White Picket Fence 4'	Estimate 16	16.00	EA	10.00	EA	160.00
White Picket Fence 8'	Estimate 15	15.00	EA	15.00	EA	225.00
Forklift	Estimate 19.5 Hours	19.50	HR	75.00	HR	1,462.50
Hang Tag - 1 Day	Estimate 50	50.00	EA	140.00	EA	7,000.00
Man Lift	Estimate 5 Hours	5.00	HR	75.00	HR	375.00
Marquee Board	10/23/2021 - 01/04/2022	1.00	EA	Included		Included
Portable Electronic Message Board	11/26/2021 - 01/02/2022 (28 Days)	1.00	EA	75.00	EA/DAY	2,100.00
Propane & Diesel	Estimate 475	475.00	GAL	3.00	GAL	1,425.00
Propane Heater	Estimate 9	9.00	EA	50.00	EA	450.00
Sweeper (In-House)	TBD	TBD	HR	75.00	HR	TBD
Traffic Cone	TBD	TBD	EA	TBD	EA	TBD
Water Truck (Includes Water)	TBD	TBD	HR	80.00	HR	TBD
Wireless Internet Router	TBD	TBD	EA	75.00	EA	TBD
Total:						24,832.50

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
<b>Set Up</b>						
Grounds Attendant	Estimate 15 Hours	15.00	HR	25.00	HR	375.00
Electrician	Estimate 43 Hours	43.00	HR	62.50	HR	2,687.50
Plumber	Estimate 13.5 Hours	13.50	HR	62.50	HR	843.75
<i>*Any staffing on November 25, 2021 will be charged at premium holiday rates.</i>						
<b>Event Day</b>	<b>Event Hours: Friday - Saturday 5:00 PM - 12:00 AM</b>					
Janitorial Attendant	11/26/2021 04:00PM - 01:00AM	2.00	EA	37.50	HR**	675.00
Electrician	11/26/2021 04:00PM - 01:00AM	1.00	EA	93.75	HR**	843.75
Janitorial Attendant	11/27/2021 04:00PM - 01:00AM	2.00	EA	25.00	HR	450.00
Electrician	11/27/2021 04:00PM - 01:00AM	1.00	EA	62.50	HR	562.50
<b>Event Hours: Sunday 5:00 PM - 11:00 PM</b>						
Janitorial Attendant	11/28/2021 04:00PM - 12:00AM	2.00	EA	25.00	HR	400.00
Electrician	11/28/2021 04:00PM - 12:00AM	1.00	EA	62.50	HR	500.00
<b>Event Hours: Wednesday - Thursday 5:00 PM - 11:00 PM</b>						
Janitorial Attendant	12/01/2021 04:00PM - 12:00AM	2.00	EA	25.00	HR	400.00
Electrician	12/01/2021 04:00PM - 12:00AM	1.00	EA	62.50	HR	500.00
Janitorial Attendant	12/02/2021 04:00PM - 12:00AM	2.00	EA	25.00	HR	400.00
Electrician	12/02/2021 04:00PM - 12:00AM	1.00	EA	62.50	HR	500.00
<b>Event Hours: Friday - Saturday 5:00 PM - 12:00 AM</b>						
Janitorial Attendant	12/03/2021 04:00PM - 01:00AM	2.00	EA	25.00	HR	450.00
Electrician	12/03/2021 04:00PM - 01:00AM	1.00	EA	62.50	HR	562.50
Janitorial Attendant	12/04/2021 04:00PM - 01:00AM	2.00	EA	25.00	HR	450.00
Electrician	12/04/2021 04:00PM - 01:00AM	1.00	EA	62.50	HR	562.50
<b>Event Hours: Sunday 5:00 PM - 11:00 PM</b>						
Janitorial Attendant	12/05/2021 04:00PM - 12:00AM	2.00	EA	25.00	HR	400.00
Electrician	12/05/2021 04:00PM - 12:00AM	1.00	EA	62.50	HR	500.00
<b>Event Hours: Wednesday - Thursday 5:00 PM - 11:00 PM</b>						
Janitorial Attendant	12/08/2021 04:00PM - 12:00AM	2.00	EA	25.00	HR	400.00
Electrician	12/08/2021 04:00PM - 12:00AM	1.00	EA	62.50	HR	500.00
Janitorial Attendant	12/09/2021 04:00PM - 12:00AM	2.00	EA	25.00	HR	400.00
Electrician	12/09/2021 04:00PM - 12:00AM	1.00	EA	62.50	HR	500.00

# EXHIBIT A

## Event Information

<b>Event Hours: Friday - Saturday 5:00 PM - 12:00 AM</b>						
Janitorial Attendant	12/10/2021 04:00PM - 01:00AM	2.00	EA	25.00	HR	450.00
Electrician	12/10/2021 04:00PM - 01:00AM	1.00	EA	62.50	HR	562.50
Janitorial Attendant	12/11/2021 04:00PM - 01:00AM	2.00	EA	25.00	HR	450.00
Electrician	12/11/2021 04:00PM - 01:00AM	1.00	EA	62.50	HR	562.50
<b>Event Hours: Sunday 5:00 PM - 11:00 PM</b>						
Janitorial Attendant	12/12/2021 04:00PM - 12:00AM	2.00	EA	25.00	HR	400.00
Electrician	12/12/2021 04:00PM - 12:00AM	1.00	EA	62.50	HR	500.00
<b>Event Hours: Wednesday - Thursday 5:00 PM - 11:00 PM</b>						
Janitorial Attendant	12/15/2021 04:00PM - 12:00AM	2.00	EA	25.00	HR	400.00
Electrician	12/15/2021 04:00PM - 12:00AM	1.00	EA	62.50	HR	500.00
Janitorial Attendant	12/16/2021 04:00PM - 12:00AM	2.00	EA	25.00	HR	400.00
Electrician	12/16/2021 04:00PM - 12:00AM	1.00	EA	62.50	HR	500.00
<b>Event Hours: Friday - Saturday 5:00 PM - 12:00 AM</b>						
Janitorial Attendant	12/17/2021 04:00PM - 01:00AM	2.00	EA	25.00	HR	450.00
Electrician	12/17/2021 04:00PM - 01:00AM	1.00	EA	62.50	HR	562.50
Janitorial Attendant	12/18/2021 04:00PM - 01:00AM	2.00	EA	25.00	HR	450.00
Electrician	12/18/2021 04:00PM - 01:00AM	1.00	EA	62.50	HR	562.50
<b>Event Hours: Sunday 5:00 PM - 11:00 PM</b>						
Janitorial Attendant	12/19/2021 04:00PM - 12:00AM	2.00	EA	25.00	HR	400.00
Electrician	12/19/2021 04:00PM - 12:00AM	1.00	EA	62.50	HR	500.00
<b>Event Hours: Wednesday - Thursday 5:00 PM - 11:00 PM</b>						
Janitorial Attendant	12/22/2021 04:00PM - 12:00AM	2.00	EA	25.00	HR	400.00
Electrician	12/22/2021 04:00PM - 12:00AM	1.00	EA	62.50	HR	500.00
Janitorial Attendant	12/23/2021 04:00PM - 12:00AM	2.00	EA	25.00	HR	400.00
Electrician	12/22/2021 04:00PM - 12:00AM	1.00	EA	62.50	HR	500.00
<b>Event Hours: Friday - Saturday 5:00 PM - 12:00 AM</b>						
Janitorial Attendant	12/24/2021 04:00PM - 01:00AM	2.00	EA	37.50	HR**	675.00
Electrician	12/24/2021 04:00PM - 01:00AM	1.00	EA	93.75	HR**	843.75
Janitorial Attendant	12/25/2021 04:00PM - 01:00AM	2.00	EA	50.00	HR**	900.00
Electrician	12/25/2021 04:00PM - 01:00AM	1.00	EA	125.00	HR**	1,125.00
<b>Event Hours: Sunday 5:00 PM - 11:00 PM</b>						
Janitorial Attendant	12/26/2021 04:00PM - 12:00AM	2.00	EA	25.00	HR	400.00
Electrician	12/26/2021 04:00PM - 12:00AM	1.00	EA	62.50	HR	500.00
<b>Event Hours: Wednesday - Thursday 5:00 PM - 11:00 PM</b>						
Janitorial Attendant	12/29/2021 04:00PM - 12:00AM	2.00	EA	25.00	HR	400.00
Electrician	12/29/2021 04:00PM - 12:00AM	1.00	EA	62.50	HR	500.00
Janitorial Attendant	12/30/2021 04:00PM - 12:00AM	2.00	EA	25.00	HR	400.00
Electrician	12/30/2021 04:00PM - 12:00AM	1.00	EA	62.50	HR	500.00
<b>Event Hours: New Year's Eve 5:00 PM - 12:30 AM</b>						
Janitorial Attendant	12/31/2021 04:00PM - 01:30AM	2.00	EA	37.50	HR**	712.50
Electrician	12/31/2021 04:00PM - 01:30AM	1.00	EA	93.75	HR**	890.63
<b>Event Hours: Saturday 5:00 PM - 12:00 AM</b>						
Janitorial Attendant	01/01/2022 04:00PM - 01:00AM	2.00	EA	52.00	HR**	936.00
Electrician	01/01/2022 04:00PM - 01:00AM	1.00	EA	130.00	HR**	1,170.00
<b>Event Hours: Sunday 5:00 PM - 11:00 PM</b>						
Janitorial Attendant	01/02/2022 04:00PM - 12:00AM	2.00	EA	26.00	HR	416.00
Electrician	01/02/2022 04:00PM - 12:00AM	1.00	EA	65.00	HR	520.00

# EXHIBIT A

## Event Information

### Clean Up

Grounds Attendant	Estimate 15 Hours	15.00	HR	26.00	HR	390.00
Electrician	Estimate 30 Hours	30.00	HR	65.00	HR	1,950.00

### Event Sales & Services

<b>Event Day</b>	<b>Event Hours: Friday - Saturday 5:00 PM - 12:00 AM</b>					
Event Coordinator	11/26/2021 04:00PM - 12:30AM	1.00	EA	75.00	HR**	637.50
Event Coordinator	11/27/2021 04:00PM - 12:30AM	1.00	EA	50.00	HR	425.00
	<b>Event Hours: Sunday 5:00 PM - 11:00 PM</b>					
Event Coordinator	11/28/2021 04:00PM - 11:30PM	1.00	EA	50.00	HR	375.00
	<b>Event Hours: Wednesday - Thursday 5:00 PM - 11:00 PM</b>					
Event Coordinator	12/01/2021 04:00PM - 11:30PM	1.00	EA	50.00	HR	375.00
Event Coordinator	12/02/2021 04:00PM - 11:30PM	1.00	EA	50.00	HR	375.00
	<b>Event Hours: Friday - Saturday 5:00 PM - 12:00 AM</b>					
Event Coordinator	12/03/2021 04:00PM - 12:30AM	1.00	EA	50.00	HR	425.00
Event Coordinator	12/04/2021 04:00PM - 12:30AM	1.00	EA	50.00	HR	425.00
	<b>Event Hours: Sunday 5:00 PM - 11:00 PM</b>					
Event Coordinator	12/05/2021 04:00PM - 11:30PM	1.00	EA	50.00	HR	375.00
	<b>Event Hours: Wednesday - Thursday 5:00 PM - 11:00 PM</b>					
Event Coordinator	12/08/2021 04:00PM - 11:30PM	1.00	EA	50.00	HR	375.00
Event Coordinator	12/09/2021 04:00PM - 11:30PM	1.00	EA	50.00	HR	375.00
	<b>Event Hours: Friday - Saturday 5:00 PM - 12:00 AM</b>					
Event Coordinator	12/10/2021 04:00PM - 12:30AM	1.00	EA	50.00	HR	425.00
Event Coordinator	12/11/2021 04:00PM - 12:30AM	1.00	EA	50.00	HR	425.00
	<b>Event Hours: Sunday 5:00 PM - 11:00 PM</b>					
Event Coordinator	12/12/2021 04:00PM - 11:30PM	1.00	EA	50.00	HR	375.00
	<b>Event Hours: Wednesday - Thursday 5:00 PM - 11:00 PM</b>					
Event Coordinator	12/15/2021 04:00PM - 11:30PM	1.00	EA	50.00	HR	375.00
Event Coordinator	12/16/2021 04:00PM - 11:30PM	1.00	EA	50.00	HR	375.00
	<b>Event Hours: Friday - Saturday 5:00 PM - 12:00 AM</b>					
Event Coordinator	12/17/2021 04:00PM - 12:30AM	1.00	EA	50.00	HR	425.00
Event Coordinator	12/18/2021 04:00PM - 12:30AM	1.00	EA	50.00	HR	425.00
	<b>Event Hours: Sunday 5:00 PM - 11:00 PM</b>					
Event Coordinator	12/19/2021 04:00PM - 11:30PM	1.00	EA	50.00	HR	375.00
	<b>Event Hours: Wednesday - Thursday 5:00 PM - 11:00 PM</b>					
Event Coordinator	12/22/2021 04:00PM - 11:30PM	1.00	EA	50.00	HR	375.00
Event Coordinator	12/23/2021 04:00PM - 11:30PM	1.00	EA	50.00	HR	375.00
	<b>Event Hours: Friday - Saturday 5:00 PM - 12:00 AM</b>					
Event Coordinator	12/24/2021 04:00PM - 12:30AM	1.00	EA	75.00	HR**	637.50
Event Coordinator	12/25/2021 04:00PM - 12:30AM	1.00	EA	100.00	HR**	850.00
	<b>Event Hours: Sunday 5:00 PM - 11:00 PM</b>					
Event Coordinator	12/26/2021 04:00PM - 11:30PM	1.00	EA	50.00	HR	375.00
	<b>Event Hours: Wednesday - Thursday 5:00 PM - 11:00 PM</b>					
Event Coordinator	12/29/2021 04:00PM - 11:30PM	1.00	EA	50.00	HR	375.00
Event Coordinator	12/30/2021 04:00PM - 11:30PM	1.00	EA	50.00	HR	375.00
	<b>Event Hours: New Years Eve 5:00 PM - 12:30 AM</b>					
Event Coordinator	12/31/2021 04:00PM - 01:00AM	1.00	EA	75.00	HR**	675.00
	<b>Event Hours: Saturday 5:00 PM - 12:00 AM</b>					
Event Coordinator	01/01/2022 04:00PM - 12:30AM	1.00	EA	103.00	HR**	875.50

# EXHIBIT A

## Event Information

<b>Event Hours: Sunday 5:00 PM - 11:00 PM</b>						
Event Coordinator	01/02/2022 04:00PM - 11:30PM	1.00	EA	51.50	HR	386.25
<b>Parking</b>						
<b>Event Day</b>						
<b>Event Hours: Friday - Saturday 5:00 PM - 12:00 AM</b>						
Parking Attendant	11/26/2021 04:00PM - 01:00AM	1.00	EA	37.50	HR**	337.50
Parking Attendant	11/27/2021 04:00PM - 01:00AM	1.00	EA	25.00	HR	225.00
<b>Event Hours: Sunday 5:00 PM - 11:00 PM</b>						
Parking Attendant	11/28/2021 04:00PM - 12:00AM	1.00	EA	25.00	HR	200.00
<b>Event Hours: Wednesday - Thursday 5:00 PM - 11:00 PM</b>						
Parking Attendant	12/01/2021 04:00PM - 12:00AM	1.00	EA	25.00	HR	200.00
Parking Attendant	12/02/2021 04:00PM - 12:00AM	1.00	EA	25.00	HR	200.00
<b>Event Hours: Friday - Saturday 5:00 PM - 12:00 AM</b>						
Parking Attendant	12/03/2021 04:00PM - 01:00AM	1.00	EA	25.00	HR	225.00
Parking Attendant	12/04/2021 04:00PM - 01:00AM	1.00	EA	25.00	HR	225.00
<b>Event Hours: Sunday 5:00 PM - 11:00 PM</b>						
Parking Attendant	12/05/2021 04:00PM - 12:00AM	1.00	EA	25.00	HR	200.00
<b>Event Hours: Wednesday - Thursday 5:00 PM - 11:00 PM</b>						
Parking Attendant	12/08/2021 04:00PM - 12:00AM	1.00	EA	25.00	HR	200.00
Parking Attendant	12/09/2021 04:00PM - 12:00AM	1.00	EA	25.00	HR	200.00
<b>Event Hours: Friday - Saturday 5:00 PM - 12:00 AM</b>						
Parking Attendant	12/10/2021 04:00PM - 01:00AM	1.00	EA	25.00	HR	225.00
Parking Attendant	12/11/2021 04:00PM - 01:00AM	1.00	EA	25.00	HR	225.00
<b>Event Hours: Sunday 5:00 PM - 11:00 PM</b>						
Parking Attendant	12/12/2021 04:00PM - 12:00AM	1.00	EA	25.00	HR	200.00
<b>Event Hours: Wednesday - Thursday 5:00 PM - 11:00 PM</b>						
Parking Attendant	12/15/2021 04:00PM - 12:00AM	1.00	EA	25.00	HR	200.00
Parking Attendant	12/16/2021 04:00PM - 12:00AM	1.00	EA	25.00	HR	200.00
<b>Event Hours: Friday - Saturday 5:00 PM - 12:00 AM</b>						
Parking Attendant	12/17/2021 04:00PM - 01:00AM	1.00	EA	25.00	HR	225.00
Parking Attendant	12/18/2021 04:00PM - 01:00AM	1.00	EA	25.00	HR	225.00
<b>Event Hours: Sunday 5:00 PM - 11:00 PM</b>						
Parking Attendant	12/19/2021 04:00PM - 12:00AM	1.00	EA	25.00	HR	200.00
<b>Event Hours: Wednesday - Thursday 5:00 PM - 11:00 PM</b>						
Parking Attendant	12/22/2021 04:00PM - 12:00AM	1.00	EA	25.00	HR	200.00
Parking Attendant	12/23/2021 04:00PM - 12:00AM	1.00	EA	25.00	HR	200.00
<b>Event Hours: Friday - Saturday 5:00 PM - 12:00 AM</b>						
Parking Attendant	12/24/2021 04:00PM - 01:00AM	1.00	EA	37.50	HR**	337.50
Parking Attendant	12/25/2021 04:00PM - 01:00AM	1.00	EA	50.00	HR**	450.00
<b>Event Hours: Sunday 5:00 PM - 11:00 PM</b>						
Parking Attendant	12/26/2021 04:00PM - 12:00AM	1.00	EA	25.00	HR	200.00
<b>Event Hours: Wednesday - Thursday 5:00 PM - 11:00 PM</b>						
Parking Attendant	12/29/2021 04:00PM - 12:00AM	1.00	EA	25.00	HR	200.00
Parking Attendant	12/30/2021 04:00PM - 12:00AM	1.00	EA	25.00	HR	200.00
<b>Event Hours: New Year's Eve 5:00 PM - 12:30 AM</b>						
Parking Attendant	12/31/2021 04:00PM - 01:30AM	1.00	EA	37.50	HR**	356.25
<b>Event Hours: Saturday 5:00 PM - 12:00 AM</b>						
Parking Attendant	01/01/2022 04:00PM - 01:00AM	1.00	EA	52.00	HR**	468.00
<b>Event Hours: Sunday 5:00 PM - 11:00 PM</b>						
Parking Attendant	01/02/2022 04:00PM - 12:00AM	1.00	EA	26.00	HR	208.00

# EXHIBIT A

## Event Information

### Safety & Security

<b>Event Day</b>	<b>Event Hours: Friday - Saturday 5:00 PM - 12:00 AM</b>					
Security Attendant Lead	11/26/2021 04:00PM - 12:30AM	1.00	EA	45.00	HR**	382.50
Security Attendant Lead	11/27/2021 04:00PM - 12:30AM	1.00	EA	30.00	HR	255.00
	<b>Event Hours: Sunday 5:00 PM - 11:00 PM</b>					
Security Attendant Lead	11/28/2021 04:00PM - 11:30PM	1.00	EA	30.00	HR	225.00
	<b>Event Hours: Wednesday - Thursday 5:00 PM - 11:00 PM</b>					
Security Attendant Lead	12/01/2021 04:00PM - 11:30PM	1.00	EA	30.00	HR	225.00
Security Attendant Lead	12/02/2021 04:00PM - 11:30PM	1.00	EA	30.00	HR	225.00
	<b>Event Hours: Friday - Saturday 5:00 PM - 12:00 AM</b>					
Security Attendant Lead	12/03/2021 04:00PM - 12:30AM	1.00	EA	30.00	HR	255.00
Security Attendant Lead	12/04/2021 04:00PM - 12:30AM	1.00	EA	30.00	HR	255.00
	<b>Event Hours: Sunday 5:00 PM - 11:00 PM</b>					
Security Attendant Lead	12/05/2021 04:00PM - 11:30PM	1.00	EA	30.00	HR	225.00
	<b>Event Hours: Wednesday - Thursday 5:00 PM - 11:00 PM</b>					
Security Attendant Lead	12/08/2021 04:00PM - 11:30PM	1.00	EA	30.00	HR	225.00
Security Attendant Lead	12/09/2021 04:00PM - 11:30PM	1.00	EA	30.00	HR	225.00
	<b>Event Hours: Friday - Saturday 5:00 PM - 12:00 AM</b>					
Security Attendant Lead	12/10/2021 04:00PM - 12:30AM	1.00	EA	30.00	HR	255.00
Security Attendant Lead	12/11/2021 04:00PM - 12:30AM	1.00	EA	30.00	HR	255.00
	<b>Event Hours: Sunday 5:00 PM - 11:00 PM</b>					
Security Attendant Lead	12/12/2021 04:00PM - 11:30PM	1.00	EA	30.00	HR	225.00
	<b>Event Hours: Wednesday - Thursday 5:00 PM - 11:00 PM</b>					
Security Attendant Lead	12/15/2021 04:00PM - 11:30PM	1.00	EA	30.00	HR	225.00
Security Attendant Lead	12/16/2021 04:00PM - 11:30PM	1.00	EA	30.00	HR	225.00
	<b>Event Hours: Friday - Saturday 5:00 PM - 12:00 AM</b>					
Security Attendant Lead	12/17/2021 04:00PM - 12:30AM	1.00	EA	30.00	HR	255.00
Security Attendant Lead	12/18/2021 04:00PM - 12:30AM	1.00	EA	30.00	HR	255.00
	<b>Event Hours: Sunday 5:00 PM - 11:00 PM</b>					
Security Attendant Lead	12/19/2021 04:00PM - 11:30PM	1.00	EA	30.00	HR	225.00
	<b>Event Hours: Wednesday - Thursday 5:00 PM - 11:00 PM</b>					
Security Attendant Lead	12/22/2021 04:00PM - 11:30PM	1.00	EA	30.00	HR	225.00
Security Attendant Lead	12/23/2021 04:00PM - 11:30PM	1.00	EA	30.00	HR	225.00
	<b>Event Hours: Friday - Saturday 5:00 PM - 12:00 AM</b>					
Security Attendant Lead	12/24/2021 04:00PM - 12:30AM	1.00	EA	45.00	HR**	382.50
Security Attendant Lead	12/25/2021 04:00PM - 12:30AM	1.00	EA	60.00	HR**	510.00
	<b>Event Hours: Sunday 5:00 PM - 11:00 PM</b>					
Security Attendant Lead	12/26/2021 04:00PM - 11:30PM	1.00	EA	30.00	HR	225.00
	<b>Event Hours: Wednesday - Thursday 5:00 PM - 11:00 PM</b>					
Security Attendant Lead	12/29/2021 04:00PM - 11:30PM	1.00	EA	30.00	HR	225.00
Security Attendant Lead	12/30/2021 04:00PM - 11:30PM	1.00	EA	30.00	HR	225.00
	<b>Event Hours: New Year's Eve 5:00 PM - 12:30 AM</b>					
Security Attendant Lead	12/31/2021 04:00PM - 01:00AM	1.00	EA	45.00	HR**	405.00
	<b>Event Hours: Saturday 5:00 PM - 12:00 AM</b>					
Security Attendant Lead	01/01/2022 04:00PM - 12:30AM	1.00	EA	60.00	HR**	510.00
	<b>Event Hours: Sunday 5:00 PM - 11:00 PM</b>					
Security Attendant Lead	01/02/2022 04:00PM - 11:30PM	1.00	EA	30.00	HR	225.00

# EXHIBIT A

## Event Information

### Outside Services

State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	5.50	HR	263.00	HR	1,446.50
Sound Engineer	11/26/2021 - 11/28/2021	1.00	EA	750.00	EA/DAY	2,250.00

**\*\*State Holiday Rates** **Total:** **67,206.88**

### Summary

Facility Rental Total	\$90,400.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$92,039.38
Refundable Deposit	\$10,000.00
<b>Grand Total:</b>	<b>\$192,439.38</b>

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment - (25% of Facility Fee )	<i>Upon Signing</i>	\$22,600.00
Second Payment	10/08/2021	\$84,919.69
Third Payment	11/08/2021	\$84,919.69
<b>Total:</b>		<b>\$192,439.38</b>

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

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

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



# EXHIBIT A

## Event Information

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

It is mutually understood that any additions to this agreement shall be achieved through either a signed amendment or service order. The 32nd District Agricultural Association dba OC Fair & Event Center ("OCFEC" or the "District") will make every effort to contain the need to add services and equipment placement. It is agreed, however, that safety and security additions deemed necessary, as determined by OCFEC management for purpose of protecting all persons on OCFEC property, are not negotiable and will not be compromised.

### **ADDITIONAL INSURANCE REQUIREMENT (HAZARDOUS/INTERACTIVE GAMES)**

Coverage and proof of insurance is required for all hazardous and/or interactive activities. Insurance certificate must be submitted to the Event Coordinator three (3) weeks prior to the event date.

### **CANNABIS EVENTS**

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

### **CANOPIES / TENTS**

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

### **DISTRICT BRAND PROTECTION**

Winter Fun Festivals LLC acknowledges that the fair brand in general and the OC Fair brand in particular are extremely valuable and important to the District. Therefore, Winter Fun Festivals LLC will refrain from using images, likenesses, names, words, phrases, brands and/or branding elements, etc of the District or related to Fairs in general in description or depiction without prior knowledge and consent of the District.

### **DRONES**

OCFEC bans the use of all remotely controlled devices such as aircraft, cars, etc.

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

### **EVENT PROGRAM POLICIES AND PROCEDURES**

As specified on page 1 of this Rental Agreement, the Event Sales & Services Policies & Procedures Handbook is a part of this Agreement, and Renter agrees to abide by said Policies and Procedures. The handbook is located on the OC Fair & Event Center website, and can also be accessed at <https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf>.

### **EXHIBIT V**

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

### **EXCLUSIVE RIGHTS**

OCFEC agrees Winter Fun Festivals LLC shall have the exclusive rights to use the Premises as set forth herein to produce a winter festival themed event during the months of November, 2021 through January, 2022 in accordance with OCFEC's booking policies.

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

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

### **PEPSI BEVERAGES**

The OCFEC is a Pepsi only facility. All canned or bottled beverages offered for sale must be approved PEPSI products. No glass bottles permitted. All beverages in glass or can containers must be poured into disposable cups.

# EXHIBIT A

## Event Information

### **PEPSI BEVERAGES – SPONSOR PRODUCTS**

The OCFEC is a Pepsi exclusive facility. The District (OCFEC) will provide exclusive beverage availability and sponsorship rights to Sponsor (Pepsi) for Pepsi Fountain Brands, Bottle and Can Brands (Carbonated Soft Drinks, Juices, Teas, Isotonics, Energy Drinks, Iced Coffees). Sponsor products shall be the exclusive carbonated and non-carbonated, non-alcoholic beverages sold, dispensed or otherwise made available at all dining facilities, concessions, vending areas and any other areas where beverages are sold or distributed throughout the OC Fair & Event Center throughout the Term of Sponsorship Agreement. The products, cups and CO2 will be purchased directly from Sponsor by District (OCFEC), food service provider, concessionaires and any other third parties selling Sponsor Beverages at the OC Fair & Event Center.

### **PERFORMANCE ASSURANCE**

Winter Fun Festivals LLC acknowledges that any event held at District property is also a reflection on the District's brand as the public often equates outside promoted events such as Winter Fest 2021 with the OC Fair & Event Center brand. As such, Winter Fun Festivals LLC acknowledges its responsibility to provide a quality event experience to guests, one that garners positive reviews from the public. In the event that the District receives bona fide negative feedback about the Winter Fest 2021 event through emails, social media posts or phone calls, and to the extent that such bona fide negative feedback relates to a deviation from the most recently approved Production Deck (as defined below) or Updated Deck (as defined below) that Winter Fun Festivals LLC agrees to address any such issues in a timely manner, including making reasonable programming changes within a mutually agreed upon reasonable cure period to achieve guest satisfaction. The District acknowledges that negative reviews may be posted with respect to issues beyond the control or reasonable expectation of control of Winter Fun Festivals LLC. In connection with this paragraph, the District and Winter Fun Festivals LLC shall meet and confer to determine if such negative feedback is bona fide. Should Winter Fun Festivals LLC fail to make mutually agreed upon changes to achieve satisfactory results by the end of the cure period, the District may, as a last resort, consider this to be cause for further action up to and including event closure and contract cancellation.

### **PROJECT MILESTONES – NEW OR REFORMATTED EVENTS**

By no later than September 30, 2021, Winter Fun Festivals LLC and the District will participate in a Winter Fest 2021 Concept & Design meeting regarding the proposed event format. Winter Fun Festivals LLC will provide the District with a Winter Fest 2021 Production Deck setting forth the production and design elements for Winter Fest 2021 ("Production Deck"). Throughout the engagement, Winter Fun Festivals LLC may continue to send updated Production Decks ("Updated Decks") based on material changes or revisions to solely the production aspects of the event. Such material changes must receive prior approval from the District which may not unnecessarily delay the review and approval process. Winter Fun Festivals LLC shall retain sole discretion over the creative elements of the event provided that such elements are "family appropriate."

Within forty-eight (48) hours of receipt of the initial Production Deck or any subsequent Updated Decks, the District will provide Winter Fun Festivals LLC with a written approval of such Production Deck or Updated Deck. The District shall designate the Chief Business Development Officer who will be responsible for such review and approvals.

In order to ensure that quality and presentation standards are met in adherence to the representations made in the Production Deck, Winter Fun Festivals LLC shall provide the District with the opportunity to view the installation and construction of Winter Fest 2021 layout and setup at mutually agreed upon intervals prior to the public opening date. Three (3) days prior to the public opening of Winter Fest 2021, Winter Fun Festivals LLC will provide the District a test trial run of Winter Fest 2021. Following such inspection dates, Winter Fun Festivals LLC shall have no more than twenty-four (24) hours to implement safety-related changes and up to three (3) days to implement production related changes. Winter Fun Festivals LLC acknowledges that the District may make random daily inspections at the discretion of the authorized OCFEC Facilities representatives. Costs for such inspection, if any, will be included in the rental agreement and are the responsibility of Winter Fun Festivals LLC. The purpose of this will be to ensure that quality and presentation standards are met in adherence to the good faith promise as stated and presented during the Winter Fest 2021 Concept & Design meeting between Winter Fun Festivals LLC and the District and in Winter Fest 2021 planning documents.

Should quality and presentation fall short of promised deliverables, Winter Fun Festivals LLC agrees to make reasonable production related requested changes prior to the public event opening date. Failure to do so may cause as a last resort, a delay in the stated public event opening at the expense of Winter Fun Festivals LLC.

### **PROPANE**

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

### **RIGGING**

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

# EXHIBIT A

## Event Information

### SECURITY

Security plan must be submitted to OCFEC Safety and Security by no later than **November 5, 2021** for review and approval. Should the outside services security plan submitted by Winter Fun Festivals LLC not be approved by OCFEC, then OCFEC will add personnel via an amendment. **No armed security is allowed on site**, with the exception of the Orange County Sheriffs.

### SOUND ORDINANCE

Per City Ordinance, loud noise is not allowed during move in and move out between the hours of 9:00 PM to 8:00 AM. Please refer to Exhibit E. Sound Monitor/Engineer must be on site for sound check and all music performances. **All outside (on grounds) amplified music/sound must end by 10:00 PM on Friday and Saturday, and by 9:00 PM Sunday through Thursday unless otherwise approved in writing by OCFEC.** Bull horns or similar devices are not allowed. Vendors are prohibited from playing any sound systems (radios, public address systems, portable speakers, etc) that create amplified sound. Any proposed outdoor music/sound producing entertainment (i.e. - DJ, stage performance, etc) must be discussed with and approved by OCFEC Sound Engineer prior to the event. **Installation of suitable barriers is also required by OCFEC as a sound mitigation measure (see above sound mitigation terms).** **Should the Sound Engineer/Sound Monitor or Event Coordinator request that the volume of music, sound or noise be lowered or turned off, Winter Fun Festivals LLC must comply with request.**

### STATE FIRE MARSHAL

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

### TEMPORARY STRUCTURES

Per State Fire Marshal, the company providing temporary structures such as stages, bleachers, cargo containers, etc must provide a letter stating that temporary structures have been installed and set up per manufacturer's specifications.

### WINTER FUN FESTIVALS LLC AGREES TO:

Winter Fun Festivals LLC agrees to provide a \$10,000.00 deposit to be included in Rental Agreement scheduled payments prior to the start of the event run which OCFEC will hold in reserve to pay for damages to OCFEC property, additional space and equipment and/or services requested by Winter Fun Festivals LLC during the Show. All requests will be assessed by OCFEC on a case-by-case basis and if approved will be deducted from the \$10,000.00 reserve. If the reserve is depleted, Winter Fun Festivals LLC must pay for the approved space, equipment and/or services with a credit card or provide another cash advance to cover such costs prior to the delivery of requested space and/or services.

Winter Fun Festivals LLC agrees to adhere to all OCFEC event, booking and payment policies as set forth herein and any violation of said policies will be considered a material breach of this agreement and/or the resulting Rental Agreement. Should a material breach occur, OCFEC has the sole right to cancel the Show and apply its cancellation policy. OCFEC reserves the sole and exclusive right to terminate this agreement, with or without cause, upon thirty (30) calendar days written notice to Winter Fun Festivals LLC.

In the event that an emergency occurs under the Rental Agreement which requires the use of the Premises by a government agency, OCFEC shall endeavor in good faith to provide Winter Fun Festivals LLC with an alternative location at the fairgrounds for the Winter Fun Festivals LLC event. In the event that a Force Majeure event occurs, then the Parties shall confer in good faith regarding the mutual cancelation of this agreement, and if canceled, either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

Winter Fun Festivals LLC management and staff agree to work solely through their assigned Event Coordinator and to not approach other OCFEC staff with requests for additional services, equipment and/or labor either leading up to the Show or throughout the Show. All event business must be directed to the Event Coordinator.

Winter Fun Festivals LLC acknowledges that other events are scheduled during the run of its Show and agrees to abide by any reasonable requests made by OCFEC to ensure that the Show does not interfere with the successful operation of another event. As such, Winter Fun Festivals LLC agrees to contain its construction and setup activity within a fenced and banner-walled area located in the southern half of Parking Lot A/H, and that no construction of event elements, including the entertainment sets, will be visible to other events scheduled unless otherwise approved by OCFEC.

# EXHIBIT A

## Event Information

Winter Fun Festivals LLC agrees that parking hang tags for staff, vendors, concessionaires and other Show partners are non-transferable and may not be shared. Should OCFEC staff discover inappropriate use of hang tags, Winter Fun Festivals LLC will be charged accordingly and agrees to pay for the additional hang tags needed.

Winter Fun Festivals LLC acknowledges that at the time of the signing of this Agreement, it does not intend to rent space in the OCFEC campground. Should a request to rent campground space be made after signing, Winter Fun Festivals LLC agrees that OCFEC will post a mandatory security attendant in the campground from 8:00 pm to 8:00 am daily to ensure that staff will strictly adhere to quiet hours and campground rules as outlined in the OCFEC event guide. The cost for the mandatory security attendant will be included in a resulting Rental Agreement amendment. Any violations will result in loss of camping rental privileges and charges for damages.

OCFEC understands that some events require small deviations from the originally proposed layout by the promoter. OCFEC will make every effort to accommodate such requests, but at its sole and absolute discretion. Winter Fun Festivals LLC agrees to include all possible and anticipated space and equipment requests in its original proposal to minimize any major deviations from the original event plan.

Winter Fun Festivals LLC acknowledges that at the time of the signing of this Agreement, if third party contracted services are utilized for security coverage, provider must be a CA BSIS PPO certificate holder in good standing which will be verified by OCFEC Security Management. In advance of the event dates, contract provider will be required to meet with OCFEC Security Management to review all requirements, procedures and other aspects of operating on OCFEC property. Proposed use of contracted traffic management services will also be subject to same advance review and approval before provider may perform such services on OCFEC property. If contract security or traffic services are retained, an OCFEC Supervisor specific to either or each service will be scheduled during all operating hours to oversee all security, traffic and related emergency aspects of either or both functions.

Winter Fun Festivals LLC acknowledges that at the time of the signing of this Agreement, an OCFEC Event Coordinator is required to be contracted to provide essential venue oversight during all scheduled event operating hours.

Winter Fun Festivals LLC agrees to obtain all required permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensure that all elements of the event are operating within the parameters set forth by these agencies as well as in compliance with all applicable laws.

Winter Fun Festivals LLC will provide copies of safety training certifications, licenses, insurance and/or permits for all third party attractions including its entertainment sets and setups, and submit such copies to OCFEC for review and approval.

Winter Fun Festivals LLC agrees that all attractions included in the entertainment drive-thru component of the Show will be subject to a full pre-Show inspection and random daily inspections at the discretion of authorized OCFEC Facilities Department representatives. Costs for such inspections, if any, will be included in the Rental Agreement and are the responsibility of Winter Fun Festivals LLC. In addition, OCFEC reserves the right to inspect all event components for family audience appropriateness. Because of the brand equity that OCFEC has with its annual OC Fair, certain standards for cleanliness and appearance are expected from any other event that operates at OCFEC. As such, Winter Fun Festivals LLC agrees to comply with any and all requests OCFEC may make for improvements to the presentation of event production provided by Winter Fun Festivals LLC.

By \_\_\_\_\_ Date: \_\_\_\_\_  
Title: **Mark Entner, CEO**

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

FORM F-31

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

AGREEMENT NO. **R-061-21**

DATE **August 12, 2021**

FAIRTIME **XX**

INTERIM

### **RENTAL AGREEMENT**

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

#### **WITNESSETH:**

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

**July 27, 2021**

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

**See Exhibit A**

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

#### **Tommie Fomby Celebration of Life**

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

**\$1,573.00**

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.
7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" "F" and "V" attached to this Agreement and incorporated by these references.
8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any

further liabilities and/or obligations in connection with this agreement and previously paid amounts should be refunded.

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

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

**Sue Ann Yasger**  
**7360 East Paseo Tampico**  
**Anaheim, CA 92808**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Sue Ann Yasger**

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

# EXHIBIT A

Event Information			
<b>Event Name:</b>	Tommie Fomby Celebration of Life	<b>Contract No:</b>	R-061-21
<b>Contact Person:</b>	Sue Ann Yasger	<b>Phone:</b>	(714) 310-7642
<b>Event Date:</b>	07/27/2021	<b>Hours:</b>	10:00 AM - 2:00 PM

<b>Admission Price:</b>	Group Order purchased through Tandem
<b>Vehicle Parking Fee:</b>	Private Event (No Charge)
<b>Projected Attendance:</b>	200

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Tuesday			
Club OC	07/27/2021 10:00 AM - 02:00 PM	Move In/Event/Move Out	500.00

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

**Move out must be completed by 2:00 PM on Tuesday - July 27, 2021 to avoid additional charges. Total: 500.00**

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
Dumpster	Estimate 2	2.00	EA	19.00	EA	38.00
Total:						38.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<b>Event Operations</b>						
<b>Set Up / Event / Clean Up</b>						
Grounds Attendant Lead	Estimate 6 Hours	6.00	HR	30.00	HR	180.00
Janitorial Attendant	Estimate 12 Hours	12.00	HR	25.00	HR	300.00

<b>Safety &amp; Security</b>				
<b>Event Day</b>				
Security Attendant	07/27/2021 Estimate 6 Hours	3.00 EA	25.00 HR	450.00

<b>Outside Services</b>				
<b>Group Tickets</b>				
Adult Admission	Pay Direct to Tandem	TBD EA	TBD EA	TBD
Senior Admission	Pay Direct to Tandem	TBD EA	TBD EA	TBD
Youth Admission	Pay Direct to Tandem	TBD EA	TBD EA	TBD
200 FunPass Carnival Tickets	Pay Direct to Tandem	TBD EA	100.00 EA	TBD
100 FunPass Carnival Tickets	Pay Direct to Tandem	TBD EA	50.00 EA	TBD
40 FunPass Carnival Tickets	Pay Direct to Tandem	TBD EA	20.00 EA	TBD

<b>Insurance</b>				
S.E.L.I. Insurance	07/27/2021 10:00 AM - 02:00 PM	1.00 EA	105.00 DAY	105.00
<b>Due to S.E.L.I. coverage expiration, move out must be completed by 2:00 PM on Tuesday - July 27, 2021.</b>				

**Total: 1,035.00**

## Summary

Facility Rental Total	\$500.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$1,073.00

**Grand Total: \$1,573.00**

## Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$1,573.00

**Total: \$1,573.00**

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

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

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

# EXHIBIT A

## Event Information

### **EVENT PROGRAM POLICIES AND PROCEDURES**

As specified on page 1 of this Rental Agreement, the Event Sales & Services Policies & Procedures Handbook is a part of this Agreement, and Renter agrees to abide by said Policies and Procedures. The handbook is located on the OC Fair & Event Center website, and can also be accessed at <https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf>.

### **EXHIBIT V**

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

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

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



FORM F-31

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

AGREEMENT NO. **R-062-21**

DATE **August 12, 2021**

FAIRTIME **XX**

INTERIM

### **RENTAL AGREEMENT**

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

#### **WITNESSETH:**

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

**August 8, 2021**

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

#### **See Exhibit A**

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

#### **Golden Star Technology, Inc.**

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

**\$638.00**

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

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

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

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

**Golden Star Technology, Inc.**  
**12881 166<sup>th</sup> Street**  
**Cerritos, CA 90703**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Ruby Rodriguez, Executive Assistant**

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

# EXHIBIT A

Event Information			
<b>Event Name:</b>	Golden Star Technology, Inc.	<b>Contract No:</b>	R-062-21
<b>Contact Person:</b>	Ruby Rodriguez	<b>Phone:</b>	(562) 345-8751
<b>Event Date:</b>	08/08/2021	<b>Hours:</b>	11:00 AM - 3:00 PM

<b>Admission Price:</b>	Group Order purchased through Tandem		
<b>Vehicle Parking Fee:</b>	\$10.00 General Parking	<b>Projected Attendance:</b>	150

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Sunday</b>			
Club OC	08/08/2021 11:00 AM - 03:00 PM	Move In/Event/Move Out	500.00

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

**Move out must be completed by 3:00 PM on Sunday - August 8, 2021 to avoid additional charges. Total: 500.00**

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
Dumpster	Estimate 2	2.00	EA	19.00	EA	38.00
Total:						38.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
<b>Set Up / Event / Clean Up</b>						
Grounds Attendant	Estimate 2 Hours	2.00	HR	25.00	HR	50.00
Janitorial Attendant	Estimate 2 Hours	2.00	HR	25.00	HR	50.00

## Outside Services

### Group Tickets

Adult Admission	Pay Direct to Tandem	TBD EA	TBD EA	TBD
Youth Admission	Pay Direct to Tandem	TBD EA	TBD EA	TBD
Senior Admission	Pay Direct to Tandem	TBD EA	TBD EA	TBD
200 FunPass Carnival Tickets	Pay Direct to Tandem	TBD EA	100.00 EA	TBD
100 FunPass Carnival Tickets	Pay Direct to Tandem	TBD EA	50.00 EA	TBD
40 FunPass Carnival Tickets	Pay Direct to Tandem	TBD EA	20.00 EA	TBD

### Insurance

S.E.L.I. Insurance	08/08/2021 11:00 AM - 03:00 PM	TBD EA	105.00 DAY	TBD
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**Due to S.E.L.I. coverage expiration, move out must be completed by 3:00 PM on Sunday - August 8, 2021.**

**Total: 100.00**

## **Summary**

Facility Rental Total	\$500.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$138.00

**Grand Total: \$638.00**

## **Payment Schedule**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$638.00

**Total: \$638.00**

Please Remit Payment in \*Check Only\*

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

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

## **EVENT PROGRAM POLICIES AND PROCEDURES**

As specified on page 1 of this Rental Agreement, the Event Sales & Services Policies & Procedures Handbook is a part of this Agreement, and Renter agrees to abide by said Policies and Procedures. The handbook is located on the OC Fair & Event Center website, and can also be accessed at <https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf>.

# EXHIBIT A

## Event Information

### EXHIBIT V

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

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

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

FORM F-31

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

AGREEMENT NO. **R-063-21**

DATE **July 12, 2021**

FAIRTIME

INTERIM **XX**

### **RENTAL AGREEMENT**

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

#### **WITNESSETH:**

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

**August 24 - 29, 2021**

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

#### **See Exhibit A**

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

#### **Ipsos Automotive Research Event**

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

**\$36,607.00**

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.
7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" "F" and "V" attached to this Agreement and incorporated by these references.
8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any

further liabilities and/or obligations in connection with this agreement and previously paid amounts should be refunded.

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

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

**Ipsos Insight, LLC  
301 Merrit #7  
Norwalk, CT 06851**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Bradley Golashesky, Research Analyst**

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

# EXHIBIT A

Event Information				
<b>Event Name:</b>	Ipsos Automotive Research Event	<b>Contract No:</b>	R-063-21	
<b>Contact Person:</b>	Matthew Eferstein	<b>Phone:</b>	(516) 534-0244	
<b>Event Date:</b>	08/25/2021 - 08/29/2021	<b>Hours:</b>	Wednesday: 5:30 PM - 10:00 PM Thursday - Sunday: 7:00 AM - 10:00 PM	

<b>Vehicle Parking Fee:</b>	Parking Buyout ( <i>See Summary</i> )	<b>Projected Attendance:</b>	400
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Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Tuesday</b>			
Huntington Beach Building (#12)	08/24/2021 06:00 AM - 10:00 PM	Move In	1,762.50
<b>Wednesday</b>			
Huntington Beach Building (#12)	08/25/2021 07:00 AM - 05:30 PM	Move In	No Charge
Huntington Beach Building (#12)	08/25/2021 05:30 PM - 10:00 PM	Event	3,525.00
<b>Thursday</b>			
Huntington Beach Building (#12)	08/26/2021 07:00 AM - 10:00 PM	Event	3,525.00
<b>Friday</b>			
Huntington Beach Building (#12)	08/27/2021 07:00 AM - 10:00 PM	Event	3,525.00
<b>Saturday</b>			
Huntington Beach Building (#12)	08/28/2021 07:00 AM - 10:00 PM	Event	3,525.00
<b>Sunday</b>			
Huntington Beach Building (#12)	08/29/2021 07:00 AM - 06:00 PM	Event	3,525.00
Huntington Beach Building (#12)	08/29/2021 06:00 PM - 11:59 PM	Move Out	No Charge
<b>Total:</b>			<b>19,387.50</b>

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

Move out must be completed by 11:59 PM Sunday - August 29, 2021 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>		<u>Actual</u>	
10 MB Internet - Hard Line	08/24/2021 - 08/29/2021	2.00 EA	150.00	EA/DAY	1,800.00	
100 Amp Drop	Estimate 1	1.00 EA	180.00	EA	180.00	
Dumpster	Estimate 5	5.00 EA	19.00	EA	95.00	
Electrical Usage	Estimate Only	1.00 EA	1,750.00	EVT	1,750.00	
Gaffers Tape ( <i>Cover Doors</i> )	Estimate 9	9.00 EA	30.00	EA	270.00	
Man Lift ( <i>Cover Cameras</i> )	Estimate 2 Hours	2.00 HR	75.00	HR	150.00	
Scissor Lift	Estimate 2 Hours	2.00 HR	75.00	HR	150.00	
Sweeper ( <i>In-House</i> )	Estimate 3 Hours	3.00 HR	75.00	HR	225.00	
Wireless Internet Router	TBD	TBD EA	75.00	EVT	TBD	
<b>Total:</b>					<b>4,620.00</b>	

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	30.00	HR	240.00
Grounds Attendant	Estimate 16 Hours	16.00	HR	25.00	HR	400.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	25.00	HR	200.00
Electrician	Estimate 1 Hour	1.00	HR	62.50	HR	62.50

# EXHIBIT A

Event Information							
<b>Event Day</b>							
Grounds Attendant	08/25/2021 Estimate 8 Hours	8.00	HR	25.00	HR	200.00	
Janitorial Attendant	08/25/2021 Estimate 16 Hours	16.00	HR	25.00	HR	400.00	
Grounds Attendant	08/26/2021 Estimate 8 Hours	8.00	HR	25.00	HR	200.00	
Janitorial Attendant	08/26/2021 Estimate 16 Hours	16.00	HR	25.00	HR	400.00	
Grounds Attendant	08/27/2021 Estimate 8 Hours	8.00	HR	25.00	HR	200.00	
Janitorial Attendant	08/27/2021 Estimate 16 Hours	16.00	HR	25.00	HR	400.00	
Grounds Attendant	08/28/2021 Estimate 8 Hours	8.00	HR	25.00	HR	200.00	
Janitorial Attendant	08/28/2021 Estimate 16 Hours	16.00	HR	25.00	HR	400.00	
Grounds Attendant	08/29/2021 Estimate 8 Hours	8.00	HR	25.00	HR	200.00	
Janitorial Attendant	08/29/2021 Estimate 16 Hours	16.00	HR	25.00	HR	400.00	
<b>Clean Up</b>							
Grounds Attendant	Estimate 16 Hours	16.00	HR	25.00	HR	400.00	
Janitorial Attendant	Estimate 8 Hours	8.00	HR	25.00	HR	200.00	
Electrician	Estimate 1 Hour	1.00	HR	62.50	HR	62.50	
<b><u>Event Sales &amp; Services</u></b>							
Event Coordinator	08/25/2021 Estimate 4 Hours	4.00	HR	50.00	HR	200.00	
Event Coordinator	08/26/2021 Estimate 4 Hours	4.00	HR	50.00	HR	200.00	
Event Coordinator	08/27/2021 Estimate 4 Hours	4.00	HR	50.00	HR	200.00	
Event Coordinator	08/28/2021 Estimate 4 Hours	4.00	HR	50.00	HR	200.00	
Event Coordinator	08/29/2021 Estimate 4 Hours	4.00	HR	50.00	HR	200.00	
<b><u>Parking</u></b>							
Parking Attendant Lead	Estimate 8 Hours	8.00	HR	30.00	HR	240.00	
Parking Attendant	Estimate 16 Hours	16.00	HR	25.00	HR	400.00	
<b><u>Outside Services</u></b>							
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50	
<b>Total:</b>						<b>6,599.50</b>	

## Summary

Facility Rental Total	\$19,387.50
Estimated Equipment, Reimbursable Personnel and Services Total	\$11,219.50
Parking Buyout ( <i>Based on 400 vehicles at \$10.00 per vehicle</i> )	\$4,000.00
Refundable Deposit	\$2,000.00

**Grand Total: \$36,607.00**

## Payment Schedule

<b><u>Payment Schedule</u></b>	<b><u>Due Date</u></b>	<b><u>Amount</u></b>
First Payment	<i>Upon Signing</i>	\$36,607.00
<b>Total:</b>		<b>\$36,607.00</b>

Please Remit Payment in \*Check Only\*

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

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



# EXHIBIT A

## Event Information

### **CANNABIS EVENTS**

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

### **EVENT PROGRAM POLICIES AND PROCEDURES**

As specified on page 1 of this Rental Agreement, the Event Sales & Services Policies & Procedures Handbook is a part of this Agreement, and Renter agrees to abide by said Policies and Procedures. The handbook is located on the OC Fair & Event Center website, and can also accessed at <https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf>.

### **EXHIBIT V**

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

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

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

### **SOUND ORDINANCE**

Per City Ordinance, loud noise is not allowed during move in and move out between the hours of 9:00 PM to 8:00 AM. Please refer to Exhibit E. Sound Engineer/Sound Monitor must be on site for sound check and all music performances. All outside (on grounds) amplified music/sound must end by 10:00 PM on Friday and Saturday, and by 9:00 PM Sunday through Thursday unless otherwise approved in writing by OCFEC. Bull horns or similar devices are not allowed. Vendors are prohibited from playing any sound systems (radios, public address systems, portable speakers, etc) that create amplified sound. Any proposed outdoor music/sound producing entertainment (i.e. - DJ, stage performance, etc) must be discussed with and approved by OCFEC Sound Engineer prior to the event. Installation of suitable barriers is required by OCFEC as sound mitigation measures. Should the Sound Engineer/Sound Monitor or Event Coordinator request that the volume of music, sound or noise be lowered or turned off, Ipsos Insight, LLC must comply with request.

FORM F-31

AGREEMENT NO. **R-064-21**

REVIEWED \_\_\_\_\_

DATE **July 16, 2021**

FAIRTIME

APPROVED \_\_\_\_\_

INTERIM **XX**

### **RENTAL AGREEMENT**

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

#### **WITNESSETH:**

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

**October 6 - 11, 2021**

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

#### **See Exhibit A**

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

#### **Gem Faire**

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

**\$54,969.00**

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.
7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" "F" and "V" attached to this Agreement and incorporated by these references.
8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any

further liabilities and/or obligations in connection with this agreement and previously paid amounts should be refunded.

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

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

**Gem Faire, Inc.**  
**P.O Box 55337**  
**Portland, OR 97238**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: **Allen Van Volkinburgh, Manager**

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

# EXHIBIT A

Event Information				
Event Name:	Gem Faire	Contract No:	R-064-21	
Contact Person:	Allen Van Volkinburgh	Phone:	(503) 252-8300	
Event Date:	10/08/2021 - 10/10/2021	Hours:	Friday Wholesale:	10:00 AM - 12:00 PM
			Friday:	12:00 PM - 6:00 PM
			Saturday:	10:00 AM - 6:00 PM
Admission Price:	Adult: \$7 weekend pass (discount coupon online)		Sunday:	10:00 AM - 5:00 PM
	Child: Under 12 Free			
Vehicle Parking Fee:	\$10.00 General Parking	Projected Attendance:	2,500	

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Wednesday</b>			
¼ Main Mall	10/06/2021 08:00 AM - 08:00 PM	Move In	218.75
Costa Mesa Building (#10)	10/06/2021 08:00 AM - 08:00 PM	Move In	2,262.50
Santa Ana Pavilion (Parade of Products)	10/06/2021 08:00 AM - 08:00 PM	Move In	1,062.50
<b>Thursday</b>			
¼ Main Mall	10/07/2021 08:00 AM - 08:00 PM	Move In	218.75
Costa Mesa Building (#10)	10/07/2021 08:00 AM - 08:00 PM	Move In	2,262.50
Santa Ana Pavilion (Parade of Products)	10/07/2021 08:00 AM - 08:00 PM	Move In	1,062.50
<b>Friday</b>			
¼ Main Mall	10/08/2021 12:00 PM - 06:00 PM	Event	437.50
Costa Mesa Building (#10)	10/08/2021 12:00 PM - 06:00 PM	Event	4,525.00
Santa Ana Pavilion (Parade of Products)	10/08/2021 12:00 PM - 06:00 PM	Event	2,125.00
<b>Saturday</b>			
¼ Main Mall	10/09/2021 10:00 AM - 06:00 PM	Event	437.50
Costa Mesa Building (#10)	10/09/2021 10:00 AM - 06:00 PM	Event	4,525.00
Santa Ana Pavilion (Parade of Products)	10/09/2021 10:00 AM - 06:00 PM	Event	2,125.00
<b>Sunday</b>			
¼ Main Mall	10/10/2021 10:00 AM - 05:00 PM	Event	437.50
Costa Mesa Building (#10)	10/10/2021 10:00 AM - 05:00 PM	Event	4,525.00
Santa Ana Pavilion (Parade of Products)	10/10/2021 10:00 AM - 05:00 PM	Event	2,125.00
<b>Monday</b>			
¼ Main Mall	10/11/2021 08:00 AM - 12:00 PM	Move Out	No Charge
Costa Mesa Building (#10)	10/11/2021 08:00 AM - 12:00 PM	Move Out	No Charge
Santa Ana Pavilion (Parade of Products)	10/11/2021 08:00 AM - 12:00 PM	Move Out	No Charge

**Total: 28,350.00**

Hosting of this event in the above specified space, ¼ Main Mall, Costa Mesa Building and Santa Ana Pavilion, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also insurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.

**Move out must be completed by 12:00 PM Monday - October 11, 2021 to avoid additional**

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
20 Amp Drop	TBD	TBD	EA	25.00	EA	TBD
50 Amp Drop	Estimate 8	8.00	EA	70.00	EA	560.00
Barricade (Metal)	Estimate 55	55.00	EA	15.00	EA	825.00
Cable Ramp	Estimate 2	2.00	EA	15.00	EA	30.00
Dumpster	Estimate 30	30.00	EA	19.00	EA	570.00
Electrical Splitter Box	Estimate 22	22.00	EA	55.00	EA	1,210.00
Electrical Usage	Estimate Only	1.00	EA	3,300.00	EVT	3,300.00
Forklift	Estimate 10 Hours	10.00	HR	75.00	HR	750.00

# EXHIBIT A

Event Information						
Man Lift	Estimate 10 Hours	10.00	HR	75.00	HR	750.00
Marquee Board	09/12/2021 - 10/10/2021	1.00	EA	Included		Included
Portable Electronic Message Board	10/08/2021 - 10/10/2021	2.00	EA	75.00	EA/DAY	450.00
Public Address System (Per Building)	10/08/2021 - 10/10/2021	2.00	EA	75.00	EA/DAY	450.00
Scissor Lift	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
Sweeper (In-House)	Estimate 9 Hours	9.00	HR	75.00	HR	675.00
Ticket Booth (Double Window)	Estimate 1	1.00	EA	100.00	EA	100.00
Trussing Unit	Estimate 2	2.00	EA	100.00	EA	200.00
Umbrella w/ Stand	Estimate 1	1.00	EA	15.00	EA	15.00
Total:						10,110.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
<b>Set Up</b>						
Grounds Attendant	Estimate 8 Hours	8.00	HR	25.00	HR	200.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	25.00	HR	200.00
Electrician	Estimate 11 Hours	11.00	HR	62.50	HR	687.50
<b>Event Day</b>						
Grounds Attendant Lead	10/08/2021 09:00AM - 06:00PM	1.00	EA	30.00	HR	270.00
Grounds Attendant	10/08/2021 09:00AM - 06:00PM	2.00	EA	25.00	HR	450.00
Janitorial Attendant	10/08/2021 09:00AM - 06:00PM	2.00	EA	25.00	HR	450.00
Grounds Attendant Lead	10/09/2021 09:00AM - 06:00PM	1.00	EA	30.00	HR	270.00
Grounds Attendant	10/09/2021 09:00AM - 06:00PM	2.00	EA	25.00	HR	450.00
Janitorial Attendant	10/09/2021 09:00AM - 06:00PM	2.00	EA	25.00	HR	450.00
Grounds Attendant Lead	10/10/2021 09:00AM - 05:00PM	1.00	EA	30.00	HR	240.00
Grounds Attendant	10/10/2021 09:00AM - 05:00PM	2.00	EA	25.00	HR	400.00
Janitorial Attendant	10/10/2021 09:00AM - 05:00PM	2.00	EA	25.00	HR	400.00
<b>Clean Up</b>						
Grounds Attendant Lead	Estimate 5 Hours	5.00	HR	30.00	HR	150.00
Grounds Attendant	Estimate 15 Hours	15.00	HR	25.00	HR	375.00
Janitorial Attendant	Estimate 10 Hours	10.00	HR	25.00	HR	250.00
Electrician	Estimate 10 Hours	10.00	HR	62.50	HR	625.00
<u>Event Sales &amp; Services</u>						
Event Coordinator	10/08/2021 09:00AM - 06:00PM	1.00	EA	50.00	HR	450.00
Event Coordinator	10/09/2021 09:00AM - 06:00PM	1.00	EA	50.00	HR	450.00
Event Coordinator	10/10/2021 09:00AM - 05:00PM	1.00	EA	50.00	HR	400.00
<b>Parking</b>						
Parking Attendant Lead	10/07/2021 10:00AM - 07:00PM	1.00	EA	30.00	HR	270.00
Parking Attendant	10/07/2021 10:00AM - 07:00PM	2.00	EA	25.00	HR	450.00
<b>Safety &amp; Security</b>						
Security Attendant	10/07/2021 09:45AM - 06:00PM	4.00	EA	25.00	HR	825.00
Security Attendant - Overnight	10/07/2021 06:00PM - 07:00AM	2.00	EA	25.00	HR	650.00
Security Attendant - Daytime	10/08/2021 07:00AM - 12:00PM	2.00	EA	25.00	HR	250.00
Security Attendant - Daytime	10/08/2021 10:00AM - 06:00PM	2.00	EA	25.00	HR	400.00
Security Attendant - Overnight	10/08/2021 06:00PM - 07:00AM	2.00	EA	25.00	HR	650.00

# EXHIBIT A

Event Information						
Security Attendant - Daytime	10/09/2021 07:00AM - 12:00PM	1.00	EA	25.00	HR	125.00
Security Attendant - Daytime	10/09/2021 10:00AM - 06:00PM	2.00	EA	25.00	HR	400.00
Security Attendant - Overnight	10/09/2021 06:00PM - 07:00AM	2.00	EA	25.00	HR	650.00
Security Attendant - Daytime	10/10/2021 07:00AM - 12:00PM	1.00	EA	25.00	HR	125.00
Security Attendant - Daytime	10/10/2021 10:00AM - 06:00PM	2.00	EA	25.00	HR	400.00
Security Attendant	10/10/2021 04:00PM - 09:00PM	4.00	EA	25.00	HR	500.00
<b><u>Technology</u></b>						
Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00
<b><u>Outside Services</u></b>						
Emergency Medical Services	10/08/2021 09:30AM - 06:30PM	2.00	EA	26.00	HR	468.00
Emergency Medical Services	10/09/2021 09:30AM - 06:30PM	2.00	EA	26.00	HR	468.00
Emergency Medical Services	10/10/2021 09:30AM - 05:30PM	2.00	EA	26.00	HR	416.00
Orange County Sheriff Services	Estimate Only	1.00	EA	1,000.00	EVT	1,000.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
<b>Total:</b>						<b>15,709.00</b>

## Summary

Facility Rental Total	\$28,350.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$25,819.00
Refundable Deposit	\$800.00
<b>Grand Total:</b>	<b>\$54,969.00</b>

## Payment Schedule

<b><u>Payment Schedule</u></b>	<b><u>Due Date</u></b>	<b><u>Amount</u></b>
First Payment	<i>Upon Signing</i>	\$27,484.50
Second Payment	09/08/2021	\$27,484.50
<b>Total:</b>		<b>\$54,969.00</b>

Please Remit Payment in \*Check Only\*

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

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## **CANNABIS EVENTS**

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

## **CANOPIES / TENTS**

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

# EXHIBIT A

## Event Information

### **EVENT PROGRAM POLICIES AND PROCEDURES**

As specified on page 1 of this Rental Agreement, the Event Sales & Services Policies & Procedures Handbook is a part of this Agreement, and Renter agrees to abide by said Policies and Procedures. The handbook is located on the OC Fair & Event Center website, and can also be accessed at <https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf>

### **EXHIBIT V**

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

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

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

FORM F-31

AGREEMENT NO. **R-068-21**

REVIEWED \_\_\_\_\_

DATE **September 1, 2021**

FAIRTIME

INTERIM **XX**

APPROVED \_\_\_\_\_

### **RENTAL AGREEMENT**

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

#### **WITNESSETH:**

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

**October 15 - 17, 2021**

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

#### **See Exhibit A**

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

#### **Alzheimer's Orange County Hidden Gems**

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

**\$18,742.75**

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



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

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

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

**Alzheimer's Orange County**  
**2515 McCabe Way #200**  
**Irvine, CA 92614**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Margie Wright, Vice President of**  
**Community Relations**

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

# EXHIBIT A

Event Information			
<b>Event Name:</b>	Alzheimer's Orange County Hidden Gems	<b>Contract No:</b>	R-068-21
<b>Contact Person:</b>	Julie Bagnal	<b>Phone:</b>	(949) 250-1545
<b>Event Date:</b>	10/16/2021	<b>Hours:</b>	Saturday: 5:30 PM - 10:00 PM
<b>Vehicle Parking Fee:</b>	Parking Buyout ( <i>See Summary</i> )	<b>Projected Attendance:</b>	350

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Friday</b>			
The Hangar	10/15/2021 10:00 AM - 08:00 PM	Move In	1,862.50
<b>Saturday</b>			
The Hangar	10/16/2021 05:30 PM - 10:00 PM	Event	3,725.00
<b>Sunday</b>			
The Hangar	10/17/2021 06:00 AM - 11:59 AM	Move Out	No Charge
<b>Total:</b>			<b>5,587.50</b>

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

Move out must be completed by 11:59 AM Sunday - October 17, 2021 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
1 GB Internet - Hard Line	10/16/2021	1.00	EA	2,000.00	EA/DAY	2,000.00
20 Amp Drop	TBD	TBD	EA	25.00	EA	TBD
50 Amp Drop	TBD	TBD	EA	70.00	EA	TBD
100 Amp Drop	Estimate 1	1.00	EA	180.00	EA	180.00
200 Amp Drop	Estimate 1	1.00	EA	360.00	EA	360.00
Barricade (Plastic)	TBD	TBD	EA	15.00	EA	TBD
Cable Ramp	TBD	TBD	EA	15.00	EA	TBD
Dumpster	Estimate 8	8.00	EA	19.00	EA	152.00
Electrical Splitter Box	TBD	TBD	EA	55.00	EA	TBD
Electrical Usage	Estimate Only	1.00	EA	500.00	EVT	500.00
Forklift	TBD	TBD	HR	75.00	HR	TBD
Portable Electronic Message Board	10/16/2021	2.00	EA	75.00	EA/DAY	150.00
Projector (12,000 Lumens)	TBD	TBD	EA	3,000.00	EA/DAY	TBD
Projector Screen in Hangar	TBD	TBD	EA	300.00	EA/DAY	TBD
Public Address System (Per Building)	10/16/2021	TBD	EA	75.00	EA/DAY	TBD
Sweeper (In-House)	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
Wireless Internet Router	Estimate 1	1.00	EA	75.00	EA	75.00
<b>Total:</b>						<b>3,642.00</b>

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
<b>Set Up</b>						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	30.00	HR	240.00
Grounds Attendant	Estimate 8 Hours	8.00	HR	25.00	HR	200.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	25.00	HR	200.00
Electrician	Estimate 5 Hours	5.00	HR	62.50	HR	312.50
<b>Event Day</b>						
Grounds Attendant Lead	10/16/2021 04:30PM - 11:00PM	1.00	EA	30.00	HR	195.00
Grounds Attendant	10/16/2021 04:30PM - 11:00PM	2.00	EA	25.00	HR	325.00
Janitorial Attendant	10/16/2021 04:30PM - 11:00PM	3.00	EA	25.00	HR	487.50
Electrician	10/16/2021 04:30PM - 11:00PM	1.00	EA	62.50	HR	406.25

# EXHIBIT A

## Event Information

### Clean Up

Grounds Attendant	Estimate 10 Hours	10.00	HR	25.00	HR	250.00
Janitorial Attendant	Estimate 4 Hours	4.00	HR	25.00	HR	100.00
Electrician	Estimate 2 Hours	2.00	HR	62.50	HR	125.00

### Event Sales & Services

Event Coordinator	10/16/2021 04:30PM - 11:00PM	1.00	EA	50.00	HR	325.00
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### Parking

Parking Attendant Lead	Estimate 8 Hours	8.00	HR	30.00	HR	240.00
Parking Attendant	Estimate 16 Hours	16.00	HR	25.00	HR	400.00

### Safety & Security

Security Attendant	10/16/2021 04:30PM - 11:00PM	3.00	EA	25.00	HR	487.50
Security Attendant - Overnight	TBD	TBD	EA	25.00	HR	TBD

### Technology

Technology Attendant	Estimate 6.5 Hours	6.50	HR	50.00	HR	325.00
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### Outside Services

Sound Engineer	10/16/2021	1.00	EA	750.00	EA/DAY	750.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50

**Total: 5,763.25**

### Summary

Facility Rental Total	\$5,587.50
Estimated Equipment, Reimbursable Personnel and Services Total	\$9,405.25
Parking Buyout ( <i>Based on 225 vehicles at \$10.00 per vehicle</i> )	\$2,250.00
Refundable Deposit	\$1,500.00

**Grand Total: \$18,742.75**

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$1,397.00
Second Payment	09/22/2021	\$17,345.75
<b>Total:</b>		<b>\$18,742.75</b>

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

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

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

### ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

It is mutually understood that any additions to this agreement shall be achieved through either a signed amendment or service order. The OCFEC will make every effort to contain the need to add services and equipment placement. It is agreed, however, that safety and security additions deemed necessary, as determined by OCFEC management for purpose of protecting all persons on OCFEC property, are not negotiable and will not be compromised.

# EXHIBIT A

## Event Information

### **CANNABIS EVENTS**

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

### **EVENT PROGRAM POLICIES AND PROCEDURES**

As specified on page 1 of this Rental Agreement, the Event Sales & Services Policies & Procedures Handbook is a part of this Agreement, and Renter agrees to abide by said Policies and Procedures. The handbook is located on the OC Fair & Event Center website, and can also be accessed at <https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf>

### **EXHIBIT V**

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

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

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

### **SOUND ORDINANCE**

Per City Ordinance, loud noise is not allowed during move in and move out between the hours of 9:00 PM to 8:00 AM. Please refer to Exhibit E. Sound Monitor/Engineer must be on site for sound check and all music performances. **All outside (on grounds) amplified music/sound must end by 10:00 PM on Friday and Saturday, and by 9:00 PM Sunday through Thursday unless otherwise approved in writing by OCFEC.** Bull horns or similar devices are not allowed. Vendors are prohibited from playing any sound systems (radios, public address systems, portable speakers, etc) that create amplified sound. Any proposed outdoor music/sound producing entertainment (i.e. - DJ, stage performance, etc) must be discussed with and approved by OCFEC Sound Engineer prior to the event. **Installation of suitable barriers is required by OCFEC as a sound mitigation measure. Should the Sound Engineer/Sound Monitor or Event Coordinator request that the volume of music, sound or noise be lowered or turned off, Alzheimer's Orange County must comply with request.**

FORM F-31

AGREEMENT NO. **R-069-21**

REVIEWED \_\_\_\_\_

DATE **August 5, 2021**

FAIRTIME

INTERIM **XX**

APPROVED \_\_\_\_\_

### **RENTAL AGREEMENT**

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

#### **WITNESSETH:**

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

**September 4, 2021**

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

#### **See Exhibit A**

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

#### **The Original O.C. Swap Meet**

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

**\$7,641.25**

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

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

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

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

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

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

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

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

# EXHIBIT A

Event Information			
Event Name:	The Original O.C. Swap Meet	Contract No:	R-069-21
Contact Person:	David Sesena	Phone:	(949) 302-0355
Event Date:	09/04/2021	Hours:	Saturday: 9:00 AM - 3:00 PM
Admission Price:	Free Admission		
Vehicle Parking Fee:	\$10.00 General Parking	Projected Attendance:	1,000

Facility Rental Fees				
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>	
<b>Saturday</b>				
Parking Lot D	09/04/2021 06:00 AM - 09:00 AM	Move In	No Charge	
Parking Lot D	09/04/2021 09:00 AM - 03:00 PM	Event	2,050.00	
Parking Lot D	09/04/2021 03:00 PM - 07:00 PM	Move Out	No Charge	
<b>Total:</b>			<b>2,050.00</b>	

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

Move out must be completed by 11:59 PM Saturday - September 4, 2021 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
25 MB Internet - Hard Line	TBD	TBD	EA	250.00	EA/DAY	TBD
20 Amp Drop	Estimate 1	1.00	EA	25.00	EA	25.00
50 Amp Drop	TBD	TBD	EA	70.00	EA	TBD
Audio Mixer	TBD	TBD	EA	35.00	EA	TBD
Barricade (Metal)	Estimate 10	10.00	EA	15.00	EA	150.00
Chair (Individual)	TBD	TBD	EA	2.50	EA	TBD
Dumpster	Estimate 7	7.00	EA	19.00	EA	133.00
Electrical Usage Rate	TBD	TBD	EA	TBD	EVT	TBD
Electrical Splitter Box	TBD	TBD	EA	25.00	EA	TBD
Forklift	TBD	TBD	HR	75.00	HR	TBD
Hang Tag - 1 Day	TBD	TBD	EA	5.00	EA	TBD
Man Lift	TBD	TBD	HR	75.00	HR	TBD
Marquee Board	08/29/2021 - 09/04/2021	1.00	EA	Included		Included
Picnic Table (Rectangular & Round)	TBD	TBD	EA	15.00	EA	TBD
Portable Electronic Message Board	09/04/2021	2.00	EA	75.00	EA/DAY	150.00
Portable PA System (2 Speakers)	TBD	TBD	EA	150.00	EA/DAY	TBD
Stanchion	TBD	TBD	EA	5.00	EA	TBD
Sweeper (In-House)	Estimate 4 Hours	4.00	HR	75.00	HR	300.00
Ticket Booth	TBD	TBD	EA	100.00	EA	TBD
Wireless Internet Router	TBD	TBD	EA	75.00	EVT	TBD
<b>Total:</b>						<b>758.00</b>

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<b><u>Event Operations</u></b>						
<b>Set Up</b>						
Grounds Attendant	Estimate 8 Hours	8.00	HR	25.00	HR	200.00
Electrician	Estimate 0.5 Hours	0.50	HR	62.50	HR	31.25
<b>Event Day</b>						
Grounds Attendant Lead	09/04/2021 06:00AM - 04:00PM	1.00	EA	30.00	HR	300.00
Grounds Attendant	09/04/2021 06:00AM - 04:00PM	1.00	EA	25.00	HR	250.00
Janitorial Attendant	09/04/2021 06:00AM - 04:00PM	2.00	EA	25.00	HR	500.00
Electrician	TBD	TBD	EA	62.50	HR	TBD

# EXHIBIT A

## Event Information

### Clean Up

Grounds Attendant	Estimate 8 Hours	8.00	HR	25.00	HR	200.00
Electrician	TBD	TBD	HR	62.50	HR	TBD

### Event Sales & Services

Event Coordinator	09/04/2021 06:00AM - 04:00PM	1.00	EA	50.00	HR	500.00
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### Parking

Parking Attendant	Estimate 8 Hours	8.00	HR	25.00	HR	200.00
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### Safety & Security

Security Attendant*	09/04/2021 08:30AM - 03:30PM	3.00	EA	25.00	HR	525.00
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\*Security staffing subject to change based on operational needs.

### Outside Services

Emergency Medical Services	09/04/2021 08:30AM - 03:30PM	2.00	EA	26.00	HR	364.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.00	HR	263.00	HR	263.00

**Total: 3,333.25**

### Summary

Facility Rental Total	\$2,050.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$4,091.25
Refundable Deposit	\$1,500.00

**Grand Total: \$7,641.25**

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$7,641.25
<b>Total:</b>		<b>\$7,641.25</b>

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

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

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

### ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

It is mutually understood that any additions to this agreement shall be achieved through either a signed amendment or service order. The OCFEC will make every effort to contain the need to add services and equipment placement. It is agreed, however, that safety and security additions deemed necessary, as determined by OCFEC management for purpose of protecting all persons on OCFEC property, are not negotiable and will not be compromised.

### CANNABIS EVENTS

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



# EXHIBIT A

## Event Information

### CANOPIES / TENTS

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

### EVENT PROGRAM POLICIES AND PROCEDURES

As specified on page 1 of this Rental Agreement, the Event Sales & Services Policies & Procedures Handbook is a part of this Agreement, and Renter agrees to abide by said Policies and Procedures. The handbook is located on the OC Fair & Event Center website, and can also be accessed at <https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf>

### EXHIBIT V

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

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

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

### SOUND ORDINANCE

Per City Ordinance, loud noise is not allowed during move in and move out between the hours of 9:00 PM to 8:00 AM. Please refer to Exhibit E. Sound Monitor/Engineer must be on site for sound check and all music performances. **All outside (on grounds) amplified music/sound must end by 10:00 PM on Friday and Saturday, and by 9:00 PM Sunday through Thursday unless otherwise approved in writing by OCFEC.** Bull horns or similar devices are not allowed. Vendors are prohibited from playing any sound systems (radios, public address systems, portable speakers, etc) that create amplified sound. Any proposed outdoor music/sound producing entertainment (i.e. - DJ, stage performance, etc) must be discussed with and approved by OCFEC Sound Engineer prior to the event. **Installation of suitable barriers is required by OCFEC as sound mitigation measures. Should the Sound Engineer/Sound Monitor or Event Coordinator request that the volume of music, sound or noise be lowered or turned off, SLD LLC must comply with request.**

FORM F-31

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

AGREEMENT NO. **R-070-21**

DATE **July 31, 2021**

FAIRTIME

INTERIM **XX**

### **RENTAL AGREEMENT**

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

#### **WITNESSETH:**

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

**August 27, 2021**

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

#### **See Exhibit A**

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

#### **Vanguard University - New Student Orientation Parking**

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

**\$685.00**

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.
7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" "F" and "V" attached to this Agreement and incorporated by these references.
8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any

further liabilities and/or obligations in connection with this agreement and previously paid amounts should be refunded.

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

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

**Vanguard University**  
**55 Fair Drive**  
**Costa Mesa, CA 92626**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Jeremy Moser, Vice President for Finance/CFO**

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

# EXHIBIT A

## Event Information

<b>Event Name:</b>	Vanguard University - New Student Orientation Parking	<b>Contract No:</b>	R-070-21
<b>Contact Person:</b>	Brooke Morrisy	<b>Phone:</b>	(714) 966-5467
<b>Event Date:</b>	08/27/2021	<b>Hours:</b>	Friday: 6:00 AM - 10:30 PM

<b>Vehicle Parking Fee:</b>	Parking Lot Buyout	<b>Projected Attendance:</b>	200 - 400
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## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Friday</b>			
1/3 Parking Lot B	08/27/2021 06:00 AM - 10:30 PM	Event	685.00
		<b>Total:</b>	<b>685.00</b>

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

Move out must be completed by 10:30 PM Friday - August 27, 2021 to avoid additional charges.

## Summary

Facility Rental Total	\$685.00
<b>Grand Total:</b>	<b>\$685.00</b>

## Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$685.00
	<b>Total:</b>	<b>\$685.00</b>

Please Remit Payment in \*Check Only\*

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

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

## ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

It is mutually understood that any additions to this agreement shall be achieved through either a signed amendment or service order. The 32nd District Agricultural Association dba OC Fair & Event Center ("OCFEC" or the "District") will make every effort to contain the need to add services and equipment placement. It is agreed, however, that safety and security additions deemed necessary, as determined by OCFEC management for purpose of protecting all persons on OCFEC property, are not negotiable and will not be compromised.

## CANNABIS EVENTS

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

## EVENT PROGRAM POLICIES AND PROCEDURES

As specified on page 1 of this Rental Agreement, the Event Sales & Services Policies & Procedures Handbook is a part of this Agreement, and Renter agrees to abide by said Policies and Procedures. The handbook is located on the OC Fair & Event Center website, and can also be accessed at <https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf>

# EXHIBIT A

## Event Information

### **EXHIBIT V**

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

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

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

FORM F-31

AGREEMENT NO. **R-074-21**

DATE **August 29, 2021**

REVIEWED \_\_\_\_\_

FAIRTIME

INTERIM **XX**

APPROVED \_\_\_\_\_

### **RENTAL AGREEMENT**

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

#### **WITNESSETH:**

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

**September 10 - 12, 2021**

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

**See Exhibit A**

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

**Reunited States Tour - 20<sup>th</sup> Anniversary 9/11 Event**

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

**\$13,716.50**

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

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

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

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

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

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

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

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

# EXHIBIT A

Event Information			
<b>Event Name:</b>	Reunited States Tour - 20th Anniversary	<b>Contract No:</b>	R-074-21
	9/11 Event	<b>Phone:</b>	(714) 856-7602
<b>Contact Person:</b>	Andre Roberson	<b>Hours:</b>	10:00 AM - 12:00 PM
<b>Event Date:</b>	09/11/2021		
<b>Vehicle Parking Fee:</b>	\$10.00 General Parking	<b>Projected Attendance:</b>	500

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Friday</b>			
The Hangar	09/10/2021 10:00 AM - 08:00 PM	Move In	1,862.50
<b>Saturday</b>			
The Hangar	09/11/2021 10:00 AM - 12:00 PM	Event	3,725.00
<b>Sunday</b>			
The Hangar	09/12/2021 06:00 AM - 11:59 AM	Move Out	No Charge
<b>Total:</b>			<b>5,587.50</b>

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

Move out must be completed by 11:59 AM Sunday - September 12, 2021 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
1 GB Internet - Hard Line	TBD	TBD	EA	2,000.00	EA/DAY	TBD
20 Amp Drop	TBD	TBD	EA	25.00	EA	TBD
50 Amp Drop	TBD	TBD	EA	70.00	EA	TBD
100 Amp Drop	Estimate 1	1.00	EA	180.00	EA	180.00
200 Amp Drop	Estimate 1	1.00	EA	360.00	EA	360.00
Barricade (Plastic)	TBD	TBD	EA	15.00	EA	TBD
Chairs	Estimated 300	300.00	EA	2.50	EA	750.00
Dumpster	Estimate 8	8.00	EA	19.00	EA	152.00
Electrical Splitter Box	TBD	TBD	EA	55.00	EA	TBD
Electrical Usage	Estimate Only	1.00	EA	350.00	EVT	350.00
Forklift	Estimate 4 Hours	4.00	HR	75.00	HR	300.00
Portable Electronic Message Board	09/11/2021	2.00	EA	75.00	EA/DAY	150.00
Public Address System (Per Building)	TBD	TBD	EA	75.00	EA/DAY	TBD
Sweeper (In-House)	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
Wireless Internet Router	TBD	TBD	EA	75.00	EA	TBD
<b>Total:</b>						<b>2,467.00</b>

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	30.00	HR	240.00
Grounds Attendant	Estimate 16 Hours	16.00	HR	25.00	HR	400.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	25.00	HR	200.00
Electrician	Estimate 5 Hours	5.00	HR	62.50	HR	312.50
Event Day						
Grounds Attendant Lead	09/11/2021 09:00AM - 01:00PM	1.00	EA	30.00	HR	120.00
Grounds Attendant	09/11/2021 09:00AM - 01:00PM	1.00	EA	25.00	HR	100.00
Janitorial Attendant	09/11/2021 09:00AM - 01:00PM	2.00	EA	25.00	HR	200.00
Electrician	09/11/2021 09:00AM - 01:00PM	1.00	EA	62.50	HR	250.00



# EXHIBIT A

## Event Information

### Clean Up

Grounds Attendant	Estimate 10 Hours	10.00	HR	25.00	HR	250.00
Janitorial Attendant	Estimate 4 Hours	4.00	HR	25.00	HR	100.00
Electrician	Estimate 2 Hours	2.00	HR	62.50	HR	125.00

### Event Sales & Services

Event Coordinator	09/11/2021 09:00AM - 01:00PM	1.00	EA	50.00	HR	200.00
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### Parking

Parking Attendant Lead	Estimate 4 Hours	4.00	HR	30.00	HR	120.00
Parking Attendant	Estimate 8 Hours	8.00	HR	25.00	HR	200.00

### Safety & Security

Security Attendant	09/11/2021 09:00AM - 01:00PM	2.00	EA	25.00	HR	200.00
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### Technology

Technology Attendant	TBD	TBD	HR	50.00	HR	TBD
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### Outside Services

Sound Engineer	09/11/2021	1.00	EA	750.00	EA/DAY	750.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50

**Total: 4,162.00**

### Summary

Facility Rental Total	\$5,587.50
Estimated Equipment, Reimbursable Personnel and Services Total	\$6,629.00
Refundable Deposit	\$1,500.00

**Grand Total: \$13,716.50**

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$13,716.50
<b>Total:</b>		<b>\$13,716.50</b>

Please Remit Payment in \*Check Only\*

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

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

### ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

It is mutually understood that any additions to this agreement shall be achieved through either a signed amendment or service order. The OCFEC will make every effort to contain the need to add services and equipment placement. It is agreed, however, that safety and security additions deemed necessary, as determined by OCFEC management for purpose of protecting all persons on OCFEC property, are not negotiable and will not be compromised.

# EXHIBIT A

## Event Information

### CANNABIS EVENTS

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

### EVENT PROGRAM POLICIES AND PROCEDURES

As specified on page 1 of this Rental Agreement, the Event Sales & Services Policies & Procedures Handbook is a part of this Agreement, and Renter agrees to abide by said Policies and Procedures. The handbook is located on the OC Fair & Event Center website, and can also be accessed at <https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf>

### EXHIBIT V

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

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

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

### SOUND ORDINANCE

Per City Ordinance, loud noise is not allowed during move in and move out between the hours of 9:00 PM to 8:00 AM. Please refer to Exhibit E. Sound Monitor/Engineer must be on site for sound check and all music performances. **All outside (on grounds) amplified music/sound must end by 10:00 PM on Friday and Saturday, and by 9:00 PM Sunday through Thursday unless otherwise approved in writing by OCFEC.** Bull horns or similar devices are not allowed. Vendors are prohibited from playing any sound systems (radios, public address systems, portable speakers, etc) that create amplified sound. Any proposed outdoor music/sound producing entertainment (i.e. - DJ, stage performance, etc) must be discussed with and approved by OCFEC Sound Engineer prior to the event. **Installation of suitable barriers is also required by OCFEC as a sound mitigation measure (see above sound mitigation terms). Should the Sound Engineer/Sound Monitor or Event Coordinator request that the volume of music, sound or noise be lowered or turned off, Power of One Foundation must comply with request.**

FORM F-31

AGREEMENT NO. **R-034-21**

DATE **April 28, 2021**

REVIEWED \_\_\_\_\_

FAIRTIME

APPROVED \_\_\_\_\_

INTERIM **XX**

### **RENTAL AGREEMENT**

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

#### **WITNESSETH:**

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

**June 2 - 7, 2021**

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

#### **See Exhibit A**

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

#### **Crossroads of the West Gun Show**

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

**\$57,587.00**

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

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

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

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

**B & L Productions, Inc.**  
**P.O. Box 290**  
**Kaysville, UT 84037**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: **Tracy Olcott, Promoter**

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

# EXHIBIT A

## Event Information

<b>Event Name:</b>	Crossroads of the West Gun Show	<b>Contract No:</b>	R-034-21
<b>Contact Person:</b>	Tracy Olcott	<b>Phone:</b>	(801) 544-9125
<b>Event Date:</b>	06/04/2021 - 06/06/2021	<b>Hours:</b>	Friday: 12:00 PM - 7:00 PM Saturday: 9:00 AM - 5:00 PM Sunday: 9:00 AM - 4:00 PM
<b>Admission Price:</b>	TBD		
<b>Vehicle Parking Fee:</b>	\$10.00 General Parking	<b>Projected Attendance:</b>	5,000 Per Day

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Wednesday</b>			
Parking Lot I	06/02/2021 06:00 AM - 05:00 PM	Move In	1,025.00
<b>Thursday</b>			
Parking Lot I	06/03/2021 06:00 AM - 05:00 PM	Move In	1,025.00
<b>Friday</b>			
Parking Lot I	06/04/2021 12:00 PM - 07:00 PM	Event	2,050.00
<b>Saturday</b>			
Parking Lot I	06/05/2021 09:00 AM - 05:00 PM	Event	2,050.00
<b>Sunday</b>			
Parking Lot I	06/06/2021 09:00 AM - 04:00 PM	Event	2,050.00
<b>Monday</b>			
Parking Lot I	06/07/2021 06:00 AM - 12:00 PM	Move Out	No Charge
<b>Total:</b>			<b>8,200.00</b>

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

Move out must be completed by 11:59 AM Monday - June 7, 2021 to avoid additional charges.

## Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
20 Amp Drop	Estimate 17	17.00 EA	25.00 EA	425.00
50 Amp Drop	Estimate 1	1.00 EA	70.00 EA	70.00
Barricade (Metal)	Estimate 15	15.00 EA	15.00 EA	225.00
Barricade (Plastic)	Estimate 13	13.00 EA	15.00 EA	195.00
Cable Ramp	Estimate 170	170.00 EA	15.00 EA	2,550.00
Dumpster	Estimate 70	70.00 EA	19.00 EA	1,330.00
Electrical Splitter Box	Estimate 6	6.00 EA	55.00 EA	330.00
Electrical Usage	Estimate Only	1.00 EVT	1,050.00 EVT	1,050.00
Forklift	Estimate 12 Hours	12.00 HR	75.00 HR	900.00
Hang Tag - 3 Day	Estimate 400	400.00 EA	15.00 EA	6,000.00
Man Lift	TBD	TBD EA	75.00 EA	TBD
Marquee Board	05/09/2021 - 06/06/2021	1.00 EA	Included	Included
Portable Electronic Message Board	06/03/2021 - 06/06/2021	2.00 DAY	75.00 DAY	600.00
Scissor Lift	TBD	TBD EA	75.00 EA	TBD
Stanchion	TBD	TBD EA	5.00 EA	TBD
Sweeper (In-House)	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Ticket Booth (Double Window)	Estimate 1	1.00 EA	100.00 EA	100.00
<b>Total:</b>				<b>14,000.00</b>

## Event Information

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
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*\*\*Additional event and overnight security coverage will be provided by an outside contractor at a minimum of 535 hours.*

# EXHIBIT A

## Event Information

### Outside Services

Emergency Medical Services	06/04/2021 11:30AM - 07:30PM	2.00	EA	26.00	HR	416.00
Emergency Medical Services	06/05/2021 08:30AM - 05:30PM	2.00	EA	26.00	HR	468.00
Emergency Medical Services	06/06/2021 08:30AM - 04:30PM	2.00	EA	26.00	HR	416.00
Orange County Sheriff Services	Estimate Only	1.00	EA	13,000.00	EVT	13,000.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	850.00	EVT	850.00

**Total: 33,887.00**

### Summary

Facility Rental Total	\$8,200.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$47,887.00
Refundable Deposit	\$1,500.00

**Grand Total: \$57,587.00**

### Payment Schedule

#### Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$57,587.00

**Total: \$57,587.00**

Please Remit Payment in \*Check Only\*

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

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

### CANNABIS EVENTS

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

### CANOPIES / TENTS

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

### EXHIBIT V

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

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

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

# EXHIBIT A

## Event Information

### **SOUND ORDINANCE**

Per City Ordinance, loud noise is not allowed during move in and move out between the hours of 9:00 PM to 8:00 AM. Please refer to Exhibit E. Sound Monitor/Engineer must be on site for sound check and all music performances. All outside (on grounds) amplified music/sound must end by 10:00 PM on Friday and Saturday, and by 9:00 PM Sunday through Thursday unless otherwise approved in writing by OCFEC. Bull horns or similar devices are not allowed. Vendors are prohibited from playing any sound systems (radios, public address systems, portable speakers, etc) that create amplified sound. Any proposed outdoor music/sound producing entertainment (i.e. - DJ, stage performance, etc) must be discussed with and approved by OCFEC Sound Engineer prior to the event. Installation of suitable barriers is required by OCFEC as sound mitigation measures. Should the Sound Engineer/Sound Monitor or Event Coordinator request that the volume of music, sound or noise be lowered or turned off, B & L Productions, Inc. must comply with request.





R \_\_\_\_\_

A \_\_\_\_\_

**AMENDMENT TO HEALTH-RELATED EMERGENCY/COVID VACCINATIONS AT OC FAIR  
(JULY - AUGUST 2021)**

DATE: July 23, 2021

RENTAL AGREEMENT: R-009-21

AMENDMENT #3

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

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

<u>Facility and/or Area Fees</u>	<u>Date Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Wednesday/Thursday/Friday/Sunday</b>			
Costa Mesa Building (#10)	07/28/2021 - 08/15/2021 10:00 AM - 5:00 PM	Event	Included
(Carnival of Products - Booth #409, #410, #411, #412, #413, #414)	Daily Setup 8:00 AM - 9:15 AM		
<b>Total:</b>			<b>Included</b>

Hosting of this event in the above specified spaces in the Costa Mesa Building, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also insurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.

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

District shall deliver the following services and equipment rentals associated with the Health-Related Emergency, as set forth in this Rental Agreement Amendment #3, to ensure the site remains operable for Renter to carry out purpose of the event: chairs, tables and setup including placement/teardown labor.

County shall be responsible for its specific refrigeration needs, medical waste disposal associated with the COVID-19 Vaccinations, security for the booth space, and any other costs not provided for in this section.

It is mutually understood that any additions to this agreement shall be achieved through either a signed amendment or service order. The OCFEC will make every effort to contain the need to add services and equipment placement. It is agreed, however, that safety and security additions deemed necessary, as determined by OCFEC management for purpose of protecting all persons on OCFEC property, are not negotiable and will not be compromised.

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

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

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Chair (Individual)	Estimate 20	20.00 EA	2.50 EA	Included
Folding Table	Estimate 4	4.00 EA	15.00 EA	Included
OCC Lot E Hangtag	Estimate 10	10.00 EA	Included	Included
<b>Total:</b>				<b>Included</b>





### Summary

Amendment #2B Facility Fee Total	Included
<b>Amendment #3 Facility Fee Total</b>	<b>Included</b>
Amendment #2B Estimated Equipment, Reimbursable Personnel and Services Total	\$88,780.00
<b>Amendment #3 Estimated Equipment Fees, Reimbursable Personnel and Services Total</b>	<b>\$0.00</b>
<b>Revised Grand Total:</b>	<b>\$88,780.00</b>

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	<i>Upon Receipt of Invoice</i>	\$88,780.00
<b>Payment Total:</b>		<b>\$88,780.00</b>

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

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

By \_\_\_\_\_ Date: \_\_\_\_\_  
Title: Thomas A. Miller, CEO/Chief Estate Officer  
Per Board Approved ASR dated 4/1/2008  
Pursuant to Minute Order dated 4/1/2008

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



FORM F-31

AGREEMENT NO. **R-060-21 REVISED**

REVIEWED \_\_\_\_\_

DATE **September 10, 2021**

FAIRTIME

APPROVED \_\_\_\_\_

INTERIM **XX**

### **RENTAL AGREEMENT**

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

#### **WITNESSETH:**

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

**November 8, 2021 - January 9, 2022**

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

#### **See Exhibit A**

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

#### **Winter Fest OC Presents: Night of Lights**

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

**\$192,439.38**

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.
7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" "F" and "V" attached to this Agreement and incorporated by these references.
8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any

further liabilities and/or obligations in connection with this agreement and previously paid amounts should be refunded.

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

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

**Winter Fun Festivals LLC**  
**5267 Warner Avenue, #265**  
**Huntington Beach, CA 92649**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Mark Entner, CEO**

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

## **RULES AND REGULATIONS GOVERNING RENTAL SPACE**

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises plot for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.**
3. All buildings, temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and the local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is a food serving concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation. Upon request, Renter must furnish to Association receipts for license fees, tax deposits, insurance, etc., prior to event.
4. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privilege provided in the Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
5. Renter will post in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Agreement; the size of said sign, manner and place of posting to be pre-approved by Association.
6. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
7. All sound-producing devices used by Renter within the Premises must be of such a nature and must be so operated, as not to cause annoyance or inconvenience to patrons or to other Concessionaires or Exhibitors. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission thereof from Association.
8. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter shall not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale, shall be subject to the approval of the Association and the local law enforcement officials.
9. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the Premises, reasonable wear and tear expected. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property own by Association, and to be entirely responsible for the use of the Premises and such property.

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

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

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

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

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

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

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

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

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

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

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

**Memo for Fair Management: Hazardous Agreements. If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 11 of page two.**

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

# EXHIBIT A

## Event Information

<b>Event Name:</b>	Night of Lights OC	<b>Contract No:</b>	R-060-21 REVISED
<b>Contact Person:</b>	Mark Entner	<b>Phone:</b>	(949) 514-9659
<b>Event Date:</b>	11/26/2021 - 01/02/2022	<b>Hours:</b>	<b>Gates Open Daily: 4:30 PM</b> Wednesday - Thursday: 5:00 PM - 11:00 PM Friday - Saturday: 5:00 PM - 12:00 AM Sunday: 5:00 PM - 11:00 PM December 31: 5:00 PM - 12:30 AM
<b>Admission Price:</b>	TBD	<b>Projected Attendance:</b>	Up to 500 Vehicles Per Hour
<b>Vehicle Parking Fee:</b>	See Vehicle Parking Fee Below		

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
1/2 Parking Lot A/H*	11/08/2021 - 11/25/2021	Move In	18,450.00
1/2 Parking Lot A/H*	11/26/2021 - 11/27/2021 05:00 PM - 12:00 AM	Event	4,100.00
1/2 Parking Lot A/H*	11/28/2021 05:00 PM - 11:00 PM	Event	2,050.00
1/2 Parking Lot A/H*	11/29/2021 - 11/30/2021	Dark Day	2,050.00
1/2 Parking Lot A/H*	12/01/2021 - 12/02/2021 05:00 PM - 11:00 PM	Event	4,100.00
1/2 Parking Lot A/H*	12/03/2021 - 12/04/2021 05:00 PM - 12:00 AM	Event	4,100.00
1/2 Parking Lot A/H*	12/05/2021 05:00 PM - 11:00 PM	Event	2,050.00
1/2 Parking Lot A/H*	12/06/2021 - 12/07/2021	Dark Day	2,050.00
1/2 Parking Lot A/H*	12/08/2021 - 12/09/2021 05:00 PM - 11:00 PM	Event	4,100.00
1/2 Parking Lot A/H*	12/10/2021 - 12/11/2021 05:00 PM - 12:00 AM	Event	4,100.00
1/2 Parking Lot A/H*	12/12/2021 05:00 PM - 11:00 PM	Event	2,050.00
1/2 Parking Lot A/H*	12/13/2021 - 12/14/2021	Dark Day	2,050.00
1/2 Parking Lot A/H*	12/15/2021 - 12/16/2021 05:00 PM - 11:00 PM	Event	4,100.00
1/2 Parking Lot A/H*	12/17/2021 - 12/18/2021 05:00 PM - 12:00 AM	Event	4,100.00
1/2 Parking Lot A/H*	12/19/2021 05:00 PM - 11:00 PM	Event	2,050.00
1/2 Parking Lot A/H*	12/20/2021 - 12/21/2021	Dark Day	2,050.00
1/2 Parking Lot A/H*	12/22/2021 - 12/23/2021 05:00 PM - 11:00 PM	Event	4,100.00
1/2 Parking Lot A/H*	12/24/2021 - 12/25/2021 05:00 PM - 12:00 AM	Event	4,100.00
1/2 Parking Lot A/H*	12/26/2021 05:00 PM - 11:00 PM	Event	2,050.00
1/2 Parking Lot A/H*	12/27/2021 - 12/28/2021	Dark Day	2,050.00
1/2 Parking Lot A/H*	12/29/2021 - 12/30/2021 05:00 PM - 12:00 AM	Event	4,100.00
1/2 Parking Lot A/H*	12/31/2021 05:00 PM - 12:30 AM	Event	2,050.00
1/2 Parking Lot A/H*	01/01/2022 05:00 PM - 12:00 AM	Event	2,100.00
1/2 Parking Lot A/H*	01/02/2022 05:00 PM - 11:00 PM	Event	2,100.00
1/2 Parking Lot A/H*	01/03/2022 - 01/05/2022 05:00 PM - 11:00 PM	Move Out	Included
1/2 Parking Lot A/H*	01/06/2022 - 01/09/2022	Move Out	4,200.00
<b>Total:</b>			<b>90,400.00</b>

\*See map of South Parking Lot A/Parking Lot H event space included in Exhibit A.

Hosting of this event in the above specified space, 1/2 Parking Lot A and 1/2 Parking Lot H, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensure that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.

Move out must be completed by 11:59 PM Sunday - January 9, 2022 to avoid additional charges.

## Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
50 MB Internet - Hard Line	11/08/2021 - 01/09/2022	1.00 EA	850.00 EVT	850.00
20 Amp Drop	Estimate 1	1.00 EA	25.00 EA	25.00
50 Amp Drop	Estimate 1	1.00 EA	70.00 EA	70.00
100 Amp Drop	Estimate 4	4.00 EA	180.00 EA	720.00
200 Amp Drop	Estimate 2	2.00 EA	360.00 EA	720.00
Cable Ramp	TBD	TBD EA	15.00 EA	TBD
Carousel Horse	Estimate 6	6.00 EA	75.00 EA	450.00
Cube Tower	Estimate 7	7.00 EA	100.00 EA	700.00
Dumpster	TBD	TBD EA	19.00 EA	TBD

# EXHIBIT A

Event Information						
Electrical Splitter Box	Estimate 20	20.00	EA	55.00	EA	1,100.00
Electrical Usage	Estimate Only (28 Days)	1.00	EA	7,000.00	EVT	7,000.00
Forklift	Estimate 19.5 Hours	19.50	HR	75.00	HR	1,462.50
Hang Tag - 1 Day	Estimate 50	50.00	EA	140.00	EA	7,000.00
Man Lift	Estimate 5 Hours	5.00	HR	75.00	HR	375.00
Marquee Board	10/23/2021 - 01/04/2022	1.00	EA	Included		Included
Portable Electronic Message Board	11/26/2021 - 01/02/2022 (28 Days)	1.00	EA	75.00	EA/DAY	2,100.00
Propane & Diesel	Estimate 475	475.00	GAL	3.00	GAL	1,425.00
Propane Heater	Estimate 9	9.00	EA	50.00	EA	450.00
Sweeper (In-House)	TBD	TBD	HR	75.00	HR	TBD
Traffic Cone	TBD	TBD	EA	TBD	EA	TBD
Water Truck (Includes Water)	TBD	TBD	HR	80.00	HR	TBD
Wireless Internet Router	TBD	TBD	EA	75.00	EA	TBD
White Picket Fence 4'	Estimate 16	16.00	EA	10.00	EA	160.00
White Picket Fence 8'	Estimate 15	15.00	EA	15.00	EA	225.00
Total:						24,832.50

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
<b>Set Up</b>						
Grounds Attendant	Estimate 15 Hours	15.00	HR	25.00	HR	375.00
Electrician	Estimate 43 Hours	43.00	HR	62.50	HR	2,687.50
Plumber	Estimate 13.5 Hours	13.50	HR	62.50	HR	843.75
<i>*Any staffing on November 25, 2021 will be charged at premium holiday rates.</i>						
<b>Event Day</b>	<b>Event Hours: Friday - Saturday 5:00 PM - 12:00 AM</b>					
Janitorial Attendant	11/26/2021 04:00PM - 01:00AM	2.00	EA	37.50	HR**	675.00
Electrician	11/26/2021 04:00PM - 01:00AM	1.00	EA	93.75	HR**	843.75
Janitorial Attendant	11/27/2021 04:00PM - 01:00AM	2.00	EA	25.00	HR	450.00
Electrician	11/27/2021 04:00PM - 01:00AM	1.00	EA	62.50	HR	562.50
<b>Event Hours: Sunday 5:00 PM - 11:00 PM</b>						
Janitorial Attendant	11/28/2021 04:00PM - 12:00AM	2.00	EA	25.00	HR	400.00
Electrician	11/28/2021 04:00PM - 12:00AM	1.00	EA	62.50	HR	500.00
<b>Event Hours: Wednesday - Thursday 5:00 PM - 11:00 PM</b>						
Janitorial Attendant	12/01/2021 04:00PM - 12:00AM	2.00	EA	25.00	HR	400.00
Electrician	12/01/2021 04:00PM - 12:00AM	1.00	EA	62.50	HR	500.00
Janitorial Attendant	12/02/2021 04:00PM - 12:00AM	2.00	EA	25.00	HR	400.00
Electrician	12/02/2021 04:00PM - 12:00AM	1.00	EA	62.50	HR	500.00
<b>Event Hours: Friday - Saturday 5:00 PM - 12:00 AM</b>						
Janitorial Attendant	12/03/2021 04:00PM - 01:00AM	2.00	EA	25.00	HR	450.00
Electrician	12/03/2021 04:00PM - 01:00AM	1.00	EA	62.50	HR	562.50
Janitorial Attendant	12/04/2021 04:00PM - 01:00AM	2.00	EA	25.00	HR	450.00
Electrician	12/04/2021 04:00PM - 01:00AM	1.00	EA	62.50	HR	562.50
<b>Event Hours: Sunday 5:00 PM - 11:00 PM</b>						
Janitorial Attendant	12/05/2021 04:00PM - 12:00AM	2.00	EA	25.00	HR	400.00
Electrician	12/05/2021 04:00PM - 12:00AM	1.00	EA	62.50	HR	500.00
<b>Event Hours: Wednesday - Thursday 5:00 PM - 11:00 PM</b>						
Janitorial Attendant	12/08/2021 04:00PM - 12:00AM	2.00	EA	25.00	HR	400.00
Electrician	12/08/2021 04:00PM - 12:00AM	1.00	EA	62.50	HR	500.00
Janitorial Attendant	12/09/2021 04:00PM - 12:00AM	2.00	EA	25.00	HR	400.00
Electrician	12/09/2021 04:00PM - 12:00AM	1.00	EA	62.50	HR	500.00



# EXHIBIT A

## Event Information

<b>Event Hours: Friday - Saturday 5:00 PM - 12:00 AM</b>						
Janitorial Attendant	12/10/2021 04:00PM - 01:00AM	2.00	EA	25.00	HR	450.00
Electrician	12/10/2021 04:00PM - 01:00AM	1.00	EA	62.50	HR	562.50
Janitorial Attendant	12/11/2021 04:00PM - 01:00AM	2.00	EA	25.00	HR	450.00
Electrician	12/11/2021 04:00PM - 01:00AM	1.00	EA	62.50	HR	562.50
<b>Event Hours: Sunday 5:00 PM - 11:00 PM</b>						
Janitorial Attendant	12/12/2021 04:00PM - 12:00AM	2.00	EA	25.00	HR	400.00
Electrician	12/12/2021 04:00PM - 12:00AM	1.00	EA	62.50	HR	500.00
<b>Event Hours: Wednesday - Thursday 5:00 PM - 11:00 PM</b>						
Janitorial Attendant	12/15/2021 04:00PM - 12:00AM	2.00	EA	25.00	HR	400.00
Electrician	12/15/2021 04:00PM - 12:00AM	1.00	EA	62.50	HR	500.00
Janitorial Attendant	12/16/2021 04:00PM - 12:00AM	2.00	EA	25.00	HR	400.00
Electrician	12/16/2021 04:00PM - 12:00AM	1.00	EA	62.50	HR	500.00
<b>Event Hours: Friday - Saturday 5:00 PM - 12:00 AM</b>						
Janitorial Attendant	12/17/2021 04:00PM - 01:00AM	2.00	EA	25.00	HR	450.00
Electrician	12/17/2021 04:00PM - 01:00AM	1.00	EA	62.50	HR	562.50
Janitorial Attendant	12/18/2021 04:00PM - 01:00AM	2.00	EA	25.00	HR	450.00
Electrician	12/18/2021 04:00PM - 01:00AM	1.00	EA	62.50	HR	562.50
<b>Event Hours: Sunday 5:00 PM - 11:00 PM</b>						
Janitorial Attendant	12/19/2021 04:00PM - 12:00AM	2.00	EA	25.00	HR	400.00
Electrician	12/19/2021 04:00PM - 12:00AM	1.00	EA	62.50	HR	500.00
<b>Event Hours: Wednesday - Thursday 5:00 PM - 11:00 PM</b>						
Janitorial Attendant	12/22/2021 04:00PM - 12:00AM	2.00	EA	25.00	HR	400.00
Electrician	12/22/2021 04:00PM - 12:00AM	1.00	EA	62.50	HR	500.00
Janitorial Attendant	12/23/2021 04:00PM - 12:00AM	2.00	EA	25.00	HR	400.00
Electrician	12/22/2021 04:00PM - 12:00AM	1.00	EA	62.50	HR	500.00
<b>Event Hours: Friday - Saturday 5:00 PM - 12:00 AM</b>						
Janitorial Attendant	12/24/2021 04:00PM - 01:00AM	2.00	EA	37.50	HR**	675.00
Electrician	12/24/2021 04:00PM - 01:00AM	1.00	EA	93.75	HR**	843.75
Janitorial Attendant	12/25/2021 04:00PM - 01:00AM	2.00	EA	50.00	HR**	900.00
Electrician	12/25/2021 04:00PM - 01:00AM	1.00	EA	125.00	HR**	1,125.00
<b>Event Hours: Sunday 5:00 PM - 11:00 PM</b>						
Janitorial Attendant	12/26/2021 04:00PM - 12:00AM	2.00	EA	25.00	HR	400.00
Electrician	12/26/2021 04:00PM - 12:00AM	1.00	EA	62.50	HR	500.00
<b>Event Hours: Wednesday - Thursday 5:00 PM - 11:00 PM</b>						
Janitorial Attendant	12/29/2021 04:00PM - 12:00AM	2.00	EA	25.00	HR	400.00
Electrician	12/29/2021 04:00PM - 12:00AM	1.00	EA	62.50	HR	500.00
Janitorial Attendant	12/30/2021 04:00PM - 12:00AM	2.00	EA	25.00	HR	400.00
Electrician	12/30/2021 04:00PM - 12:00AM	1.00	EA	62.50	HR	500.00
<b>Event Hours: New Year's Eve 5:00 PM - 12:30 AM</b>						
Janitorial Attendant	12/31/2021 04:00PM - 01:30AM	2.00	EA	37.50	HR**	712.50
Electrician	12/31/2021 04:00PM - 01:30AM	1.00	EA	93.75	HR**	890.63
<b>Event Hours: Saturday 5:00 PM - 12:00 AM</b>						
Janitorial Attendant	01/01/2022 04:00PM - 01:00AM	2.00	EA	52.00	HR**	936.00
Electrician	01/01/2022 04:00PM - 01:00AM	1.00	EA	130.00	HR**	1,170.00
<b>Event Hours: Sunday 5:00 PM - 11:00 PM</b>						
Janitorial Attendant	01/02/2022 04:00PM - 12:00AM	2.00	EA	26.00	HR	416.00
Electrician	01/02/2022 04:00PM - 12:00AM	1.00	EA	65.00	HR	520.00

# EXHIBIT A

## Event Information

### Clean Up

Grounds Attendant	Estimate 15 Hours	15.00	HR	26.00	HR	390.00
Electrician	Estimate 30 Hours	30.00	HR	65.00	HR	1,950.00

### Event Sales & Services

<b>Event Day</b>	<b>Event Hours: Friday - Saturday 5:00 PM - 12:00 AM</b>					
Event Coordinator	11/26/2021 04:00PM - 12:30AM	1.00	EA	75.00	HR**	637.50
Event Coordinator	11/27/2021 04:00PM - 12:30AM	1.00	EA	50.00	HR	425.00
	<b>Event Hours: Sunday 5:00 PM - 11:00 PM</b>					
Event Coordinator	11/28/2021 04:00PM - 11:30PM	1.00	EA	50.00	HR	375.00
	<b>Event Hours: Wednesday - Thursday 5:00 PM - 11:00 PM</b>					
Event Coordinator	12/01/2021 04:00PM - 11:30PM	1.00	EA	50.00	HR	375.00
Event Coordinator	12/02/2021 04:00PM - 11:30PM	1.00	EA	50.00	HR	375.00
	<b>Event Hours: Friday - Saturday 5:00 PM - 12:00 AM</b>					
Event Coordinator	12/03/2021 04:00PM - 12:30AM	1.00	EA	50.00	HR	425.00
Event Coordinator	12/04/2021 04:00PM - 12:30AM	1.00	EA	50.00	HR	425.00
	<b>Event Hours: Sunday 5:00 PM - 11:00 PM</b>					
Event Coordinator	12/05/2021 04:00PM - 11:30PM	1.00	EA	50.00	HR	375.00
	<b>Event Hours: Wednesday - Thursday 5:00 PM - 11:00 PM</b>					
Event Coordinator	12/08/2021 04:00PM - 11:30PM	1.00	EA	50.00	HR	375.00
Event Coordinator	12/09/2021 04:00PM - 11:30PM	1.00	EA	50.00	HR	375.00
	<b>Event Hours: Friday - Saturday 5:00 PM - 12:00 AM</b>					
Event Coordinator	12/10/2021 04:00PM - 12:30AM	1.00	EA	50.00	HR	425.00
Event Coordinator	12/11/2021 04:00PM - 12:30AM	1.00	EA	50.00	HR	425.00
	<b>Event Hours: Sunday 5:00 PM - 11:00 PM</b>					
Event Coordinator	12/12/2021 04:00PM - 11:30PM	1.00	EA	50.00	HR	375.00
	<b>Event Hours: Wednesday - Thursday 5:00 PM - 11:00 PM</b>					
Event Coordinator	12/15/2021 04:00PM - 11:30PM	1.00	EA	50.00	HR	375.00
Event Coordinator	12/16/2021 04:00PM - 11:30PM	1.00	EA	50.00	HR	375.00
	<b>Event Hours: Friday - Saturday 5:00 PM - 12:00 AM</b>					
Event Coordinator	12/17/2021 04:00PM - 12:30AM	1.00	EA	50.00	HR	425.00
Event Coordinator	12/18/2021 04:00PM - 12:30AM	1.00	EA	50.00	HR	425.00
	<b>Event Hours: Sunday 5:00 PM - 11:00 PM</b>					
Event Coordinator	12/19/2021 04:00PM - 11:30PM	1.00	EA	50.00	HR	375.00
	<b>Event Hours: Wednesday - Thursday 5:00 PM - 11:00 PM</b>					
Event Coordinator	12/22/2021 04:00PM - 11:30PM	1.00	EA	50.00	HR	375.00
Event Coordinator	12/23/2021 04:00PM - 11:30PM	1.00	EA	50.00	HR	375.00
	<b>Event Hours: Friday - Saturday 5:00 PM - 12:00 AM</b>					
Event Coordinator	12/24/2021 04:00PM - 12:30AM	1.00	EA	75.00	HR**	637.50
Event Coordinator	12/25/2021 04:00PM - 12:30AM	1.00	EA	100.00	HR**	850.00
	<b>Event Hours: Sunday 5:00 PM - 11:00 PM</b>					
Event Coordinator	12/26/2021 04:00PM - 11:30PM	1.00	EA	50.00	HR	375.00
	<b>Event Hours: Wednesday - Thursday 5:00 PM - 11:00 PM</b>					
Event Coordinator	12/29/2021 04:00PM - 11:30PM	1.00	EA	50.00	HR	375.00
Event Coordinator	12/30/2021 04:00PM - 11:30PM	1.00	EA	50.00	HR	375.00
	<b>Event Hours: New Years Eve 5:00 PM - 12:30 AM</b>					
Event Coordinator	12/31/2021 04:00PM - 01:00AM	1.00	EA	75.00	HR**	675.00
	<b>Event Hours: Saturday 5:00 PM - 12:00 AM</b>					
Event Coordinator	01/01/2022 04:00PM - 12:30AM	1.00	EA	103.00	HR**	875.50

# EXHIBIT A

## Event Information

<b>Event Hours: Sunday 5:00 PM - 11:00 PM</b>						
Event Coordinator	01/02/2022 04:00PM - 11:30PM	1.00	EA	51.50	HR	386.25
<b>Parking</b>						
<b>Event Day</b>						
<b>Event Hours: Friday - Saturday 5:00 PM - 12:00 AM</b>						
Parking Attendant	11/26/2021 04:00PM - 01:00AM	1.00	EA	37.50	HR**	337.50
Parking Attendant	11/27/2021 04:00PM - 01:00AM	1.00	EA	25.00	HR	225.00
<b>Event Hours: Sunday 5:00 PM - 11:00 PM</b>						
Parking Attendant	11/28/2021 04:00PM - 12:00AM	1.00	EA	25.00	HR	200.00
<b>Event Hours: Wednesday - Thursday 5:00 PM - 11:00 PM</b>						
Parking Attendant	12/01/2021 04:00PM - 12:00AM	1.00	EA	25.00	HR	200.00
Parking Attendant	12/02/2021 04:00PM - 12:00AM	1.00	EA	25.00	HR	200.00
<b>Event Hours: Friday - Saturday 5:00 PM - 12:00 AM</b>						
Parking Attendant	12/03/2021 04:00PM - 01:00AM	1.00	EA	25.00	HR	225.00
Parking Attendant	12/04/2021 04:00PM - 01:00AM	1.00	EA	25.00	HR	225.00
<b>Event Hours: Sunday 5:00 PM - 11:00 PM</b>						
Parking Attendant	12/05/2021 04:00PM - 12:00AM	1.00	EA	25.00	HR	200.00
<b>Event Hours: Wednesday - Thursday 5:00 PM - 11:00 PM</b>						
Parking Attendant	12/08/2021 04:00PM - 12:00AM	1.00	EA	25.00	HR	200.00
Parking Attendant	12/09/2021 04:00PM - 12:00AM	1.00	EA	25.00	HR	200.00
<b>Event Hours: Friday - Saturday 5:00 PM - 12:00 AM</b>						
Parking Attendant	12/10/2021 04:00PM - 01:00AM	1.00	EA	25.00	HR	225.00
Parking Attendant	12/11/2021 04:00PM - 01:00AM	1.00	EA	25.00	HR	225.00
<b>Event Hours: Sunday 5:00 PM - 11:00 PM</b>						
Parking Attendant	12/12/2021 04:00PM - 12:00AM	1.00	EA	25.00	HR	200.00
<b>Event Hours: Wednesday - Thursday 5:00 PM - 11:00 PM</b>						
Parking Attendant	12/15/2021 04:00PM - 12:00AM	1.00	EA	25.00	HR	200.00
Parking Attendant	12/16/2021 04:00PM - 12:00AM	1.00	EA	25.00	HR	200.00
<b>Event Hours: Friday - Saturday 5:00 PM - 12:00 AM</b>						
Parking Attendant	12/17/2021 04:00PM - 01:00AM	1.00	EA	25.00	HR	225.00
Parking Attendant	12/18/2021 04:00PM - 01:00AM	1.00	EA	25.00	HR	225.00
<b>Event Hours: Sunday 5:00 PM - 11:00 PM</b>						
Parking Attendant	12/19/2021 04:00PM - 12:00AM	1.00	EA	25.00	HR	200.00
<b>Event Hours: Wednesday - Thursday 5:00 PM - 11:00 PM</b>						
Parking Attendant	12/22/2021 04:00PM - 12:00AM	1.00	EA	25.00	HR	200.00
Parking Attendant	12/23/2021 04:00PM - 12:00AM	1.00	EA	25.00	HR	200.00
<b>Event Hours: Friday - Saturday 5:00 PM - 12:00 AM</b>						
Parking Attendant	12/24/2021 04:00PM - 01:00AM	1.00	EA	37.50	HR**	337.50
Parking Attendant	12/25/2021 04:00PM - 01:00AM	1.00	EA	50.00	HR**	450.00
<b>Event Hours: Sunday 5:00 PM - 11:00 PM</b>						
Parking Attendant	12/26/2021 04:00PM - 12:00AM	1.00	EA	25.00	HR	200.00
<b>Event Hours: Wednesday - Thursday 5:00 PM - 11:00 PM</b>						
Parking Attendant	12/29/2021 04:00PM - 12:00AM	1.00	EA	25.00	HR	200.00
Parking Attendant	12/30/2021 04:00PM - 12:00AM	1.00	EA	25.00	HR	200.00
<b>Event Hours: New Year's Eve 5:00 PM - 12:30 AM</b>						
Parking Attendant	12/31/2021 04:00PM - 01:30AM	1.00	EA	37.50	HR**	356.25
<b>Event Hours: Saturday 5:00 PM - 12:00 AM</b>						
Parking Attendant	01/01/2022 04:00PM - 01:00AM	1.00	EA	52.00	HR**	468.00
<b>Event Hours: Sunday 5:00 PM - 11:00 PM</b>						
Parking Attendant	01/02/2022 04:00PM - 12:00AM	1.00	EA	26.00	HR	208.00

# EXHIBIT A

## Event Information

### Safety & Security

<b>Event Day</b>	<b>Event Hours: Friday - Saturday 5:00 PM - 12:00 AM</b>					
Security Attendant Lead	11/26/2021 04:00PM - 12:30AM	1.00	EA	45.00	HR**	382.50
Security Attendant Lead	11/27/2021 04:00PM - 12:30AM	1.00	EA	30.00	HR	255.00
	<b>Event Hours: Sunday 5:00 PM - 11:00 PM</b>					
Security Attendant Lead	11/28/2021 04:00PM - 11:30PM	1.00	EA	30.00	HR	225.00
	<b>Event Hours: Wednesday - Thursday 5:00 PM - 11:00 PM</b>					
Security Attendant Lead	12/01/2021 04:00PM - 11:30PM	1.00	EA	30.00	HR	225.00
Security Attendant Lead	12/02/2021 04:00PM - 11:30PM	1.00	EA	30.00	HR	225.00
	<b>Event Hours: Friday - Saturday 5:00 PM - 12:00 AM</b>					
Security Attendant Lead	12/03/2021 04:00PM - 12:30AM	1.00	EA	30.00	HR	255.00
Security Attendant Lead	12/04/2021 04:00PM - 12:30AM	1.00	EA	30.00	HR	255.00
	<b>Event Hours: Sunday 5:00 PM - 11:00 PM</b>					
Security Attendant Lead	12/05/2021 04:00PM - 11:30PM	1.00	EA	30.00	HR	225.00
	<b>Event Hours: Wednesday - Thursday 5:00 PM - 11:00 PM</b>					
Security Attendant Lead	12/08/2021 04:00PM - 11:30PM	1.00	EA	30.00	HR	225.00
Security Attendant Lead	12/09/2021 04:00PM - 11:30PM	1.00	EA	30.00	HR	225.00
	<b>Event Hours: Friday - Saturday 5:00 PM - 12:00 AM</b>					
Security Attendant Lead	12/10/2021 04:00PM - 12:30AM	1.00	EA	30.00	HR	255.00
Security Attendant Lead	12/11/2021 04:00PM - 12:30AM	1.00	EA	30.00	HR	255.00
	<b>Event Hours: Sunday 5:00 PM - 11:00 PM</b>					
Security Attendant Lead	12/12/2021 04:00PM - 11:30PM	1.00	EA	30.00	HR	225.00
	<b>Event Hours: Wednesday - Thursday 5:00 PM - 11:00 PM</b>					
Security Attendant Lead	12/15/2021 04:00PM - 11:30PM	1.00	EA	30.00	HR	225.00
Security Attendant Lead	12/16/2021 04:00PM - 11:30PM	1.00	EA	30.00	HR	225.00
	<b>Event Hours: Friday - Saturday 5:00 PM - 12:00 AM</b>					
Security Attendant Lead	12/17/2021 04:00PM - 12:30AM	1.00	EA	30.00	HR	255.00
Security Attendant Lead	12/18/2021 04:00PM - 12:30AM	1.00	EA	30.00	HR	255.00
	<b>Event Hours: Sunday 5:00 PM - 11:00 PM</b>					
Security Attendant Lead	12/19/2021 04:00PM - 11:30PM	1.00	EA	30.00	HR	225.00
	<b>Event Hours: Wednesday - Thursday 5:00 PM - 11:00 PM</b>					
Security Attendant Lead	12/22/2021 04:00PM - 11:30PM	1.00	EA	30.00	HR	225.00
Security Attendant Lead	12/23/2021 04:00PM - 11:30PM	1.00	EA	30.00	HR	225.00
	<b>Event Hours: Friday - Saturday 5:00 PM - 12:00 AM</b>					
Security Attendant Lead	12/24/2021 04:00PM - 12:30AM	1.00	EA	45.00	HR**	382.50
Security Attendant Lead	12/25/2021 04:00PM - 12:30AM	1.00	EA	60.00	HR**	510.00
	<b>Event Hours: Sunday 5:00 PM - 11:00 PM</b>					
Security Attendant Lead	12/26/2021 04:00PM - 11:30PM	1.00	EA	30.00	HR	225.00
	<b>Event Hours: Wednesday - Thursday 5:00 PM - 11:00 PM</b>					
Security Attendant Lead	12/29/2021 04:00PM - 11:30PM	1.00	EA	30.00	HR	225.00
Security Attendant Lead	12/30/2021 04:00PM - 11:30PM	1.00	EA	30.00	HR	225.00
	<b>Event Hours: New Year's Eve 5:00 PM - 12:30 AM</b>					
Security Attendant Lead	12/31/2021 04:00PM - 01:00AM	1.00	EA	45.00	HR**	405.00
	<b>Event Hours: Saturday 5:00 PM - 12:00 AM</b>					
Security Attendant Lead	01/01/2022 04:00PM - 12:30AM	1.00	EA	60.00	HR**	510.00
	<b>Event Hours: Sunday 5:00 PM - 11:00 PM</b>					
Security Attendant Lead	01/02/2022 04:00PM - 11:30PM	1.00	EA	30.00	HR	225.00

# EXHIBIT A

## Event Information

### Outside Services

State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	5.50	HR	263.00	HR	1,446.50
Sound Engineer	11/26/2021 - 11/28/2021	1.00	EA	750.00	EA/DAY	2,250.00

**\*\*State Holiday Rates** **Total: 67,206.88**

### Summary

Facility Rental Total	\$90,400.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$92,039.38
Refundable Deposit	\$10,000.00
<b>Grand Total:</b>	<b>\$192,439.38</b>

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment - (25% of Facility Fee)	Upon Signing	\$96,219.69
Second Payment	10/15/2021	\$96,219.69
<b>Total:</b>		<b>\$192,439.38</b>

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

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

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

# EXHIBIT A

## Event Information

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

It is mutually understood that any additions to this agreement shall be achieved through either a signed amendment or service order. The 32nd District Agricultural Association dba OC Fair & Event Center ("OCFEC" or the "District") will make every effort to contain the need to add services and equipment placement. It is agreed, however, that safety and security additions deemed necessary, as determined by OCFEC management for purpose of protecting all persons on OCFEC property, are not negotiable and will not be compromised.

### **ADDITIONAL INSURANCE REQUIREMENT (HAZARDOUS/INTERACTIVE GAMES)**

Coverage and proof of insurance is required for all hazardous and/or interactive activities. Insurance certificate must be submitted to the Event Coordinator three (3) weeks prior to the event date.

### **CANNABIS EVENTS**

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

### **CANOPIES / TENTS**

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

### **DISTRICT BRAND PROTECTION**

Winter Fun Festivals LLC acknowledges that the fair brand in general and the OC Fair brand in particular are extremely valuable and important to the District. Therefore, Winter Fun Festivals LLC will refrain from using images, likenesses, names, words, phrases, brands and/or branding elements, etc of the District or related to Fairs in general in description or depiction without prior knowledge and consent of the District.

### **DRONES**

OCFEC bans the use of all remotely controlled devices such as aircraft, cars, etc.

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

### **EVENT PROGRAM POLICIES AND PROCEDURES**

As specified on page 1 of this Rental Agreement, the Event Sales & Services Policies & Procedures Handbook is a part of this Agreement, and Renter agrees to abide by said Policies and Procedures. The handbook is located on the OC Fair & Event Center website, and can also be accessed at <https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf>

### **EXHIBIT V**

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

### **EXCLUSIVE RIGHTS**

OCFEC agrees Winter Fun Festivals LLC shall have the exclusive rights to use the Premises as set forth herein to produce a winter festival themed event during the months of November, 2021 through January, 2022 in accordance with OCFEC's booking policies. Subject to the District's Event Booking Policy, Winter Fun Festivals LLC shall have the first rights of refusal to rebook their event from November, 2022 to January, 2023 with the submittal of dates and venues to be utilized within sixty (60) days following the end of the 2021/2022 event.

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

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

### **PEPSI BEVERAGES**

The OCFEC is a Pepsi only facility. All canned or bottled beverages offered for sale must be approved **PEPSI** products. No glass bottles permitted. **All beverages in glass or can containers must be poured into disposable cups.**

# EXHIBIT A

## Event Information

### **PEPSI BEVERAGES – SPONSOR PRODUCTS**

The OCFEC is a Pepsi exclusive facility. The District (OCFEC) will provide exclusive beverage availability and sponsorship rights to Sponsor (Pepsi) for Pepsi Fountain Brands, Bottle and Can Brands (Carbonated Soft Drinks, Juices, Teas, Isotonics, Energy Drinks, Iced Coffees). Sponsor products shall be the exclusive carbonated and non-carbonated, non-alcoholic beverages sold, dispensed or otherwise made available at all dining facilities, concessions, vending areas and any other areas where beverages are sold or distributed throughout the OC Fair & Event Center throughout the Term of Sponsorship Agreement. The products, cups and CO2 will be purchased directly from Sponsor by District (OCFEC), food service provider, concessionaires and any other third parties selling Sponsor Beverages at the OC Fair & Event Center.

### **PERFORMANCE ASSURANCE**

Winter Fun Festivals LLC acknowledges that any event held at District property is also a reflection on the District's brand as the public often equates outside promoted events such as Night of Lights OC with the OC Fair & Event Center brand. As such, Winter Fun Festivals LLC acknowledges its responsibility to provide a quality event experience to guests, one that garners positive reviews from the public. In the event that the District receives bona fide negative feedback about the Night of Lights OC event through emails, social media posts or phone calls, and to the extent that such bona fide negative feedback relates to a deviation from the most recently approved Production Deck (as defined below) or Updated Deck (as defined below) that Winter Fun Festivals LLC agrees to address any such issues in a timely manner, including making reasonable programming changes within a mutually agreed upon reasonable cure period to achieve guest satisfaction. The District acknowledges that negative reviews may be posted with respect to issues beyond the control or reasonable expectation of control of Winter Fun Festivals LLC. In connection with this paragraph, the District and Winter Fun Festivals LLC shall meet and confer to determine if such negative feedback is bona fide. Should Winter Fun Festivals LLC fail to make mutually agreed upon changes to achieve satisfactory results by the end of the cure period, the District may, as a last resort, consider this to be cause for further action up to and including event closure and contract cancellation.

### **PROJECT MILESTONES – NEW OR REFORMATTED EVENTS**

By no later than September 30, 2021, Winter Fun Festivals LLC and the District will participate in a Night of Lights OC Concept & Design meeting regarding the proposed event format. Winter Fun Festivals LLC will provide the District with a Night of Lights OC Production Deck setting forth the production and design elements for Night of Lights OC ("Production Deck"). Throughout the engagement, Winter Fun Festivals LLC may continue to send updated Production Decks ("Updated Decks") based on material changes or revisions to solely the production aspects of the event. Such material changes must receive prior approval from the District which may not unnecessarily delay the review and approval process. Winter Fun Festivals LLC shall retain sole discretion over the creative elements of the event provided that such elements are "family appropriate."

Within forty-eight (48) hours of receipt of the initial Production Deck or any subsequent Updated Decks, the District will provide Winter Fun Festivals LLC with a written approval of such Production Deck or Updated Deck. The District shall designate the Chief Business Development Officer who will be responsible for such review and approvals.

In order to ensure that quality and presentation standards are met in adherence to the representations made in the Production Deck, Winter Fun Festivals LLC shall provide the District with the opportunity to view the installation and construction of Night of Lights OC layout and setup at mutually agreed upon intervals prior to the public opening date. Three (3) days prior to the public opening of Night of Lights OC, Winter Fun Festivals LLC will provide the District a test trial run of Night of Lights OC. Following such inspection dates, Winter Fun Festivals LLC shall have no more than twenty-four (24) hours to implement safety-related changes and up to three (3) days to implement production related changes. Winter Fun Festivals LLC acknowledges that the District may make random daily inspections at the discretion of the authorized OCFEC Facilities representatives. Costs for such inspection, if any, will be included in the rental agreement and are the responsibility of Winter Fun Festivals LLC. The purpose of this will be to ensure that quality and presentation standards are met in adherence to the good faith promise as stated and presented during the Night of Lights OC Concept & Design meeting between Winter Fun Festivals LLC and the District and in Night of Lights OC planning documents.

Should quality and presentation fall short of promised deliverables, Winter Fun Festivals LLC agrees to make reasonable production related requested changes prior to the public event opening date. Failure to do so may cause as a last resort, a delay in the stated public event opening at the expense of Winter Fun Festivals LLC.

### **PROPANE**

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



# EXHIBIT A

## Event Information

### RIGGING

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

### SECURITY

Security plan must be submitted to OCFEC Safety and Security by no later than **November 5, 2021** for review and approval. Should the outside services security plan submitted by Winter Fun Festivals LLC not be approved by OCFEC, then OCFEC will add personnel via an amendment. **No armed security is allowed on site**, with the exception of the Orange County Sheriffs.

### SOUND ORDINANCE

Per City Ordinance, loud noise is not allowed during move in and move out between the hours of 9:00 PM to 8:00 AM. Please refer to Exhibit E. Sound Monitor/Engineer must be on site for sound check and all music performances. **All outside (on grounds) amplified music/sound must end by 10:00 PM on Friday and Saturday, and by 9:00 PM Sunday through Thursday unless otherwise approved in writing by OCFEC.** Bull horns or similar devices are not allowed. Vendors are prohibited from playing any sound systems (radios, public address systems, portable speakers, etc) that create amplified sound. Any proposed outdoor music/sound producing entertainment (i.e. - DJ, stage performance, etc) must be discussed with and approved by OCFEC Sound Engineer prior to the event. **Installation of suitable barriers is also required by OCFEC as a sound mitigation measure (see above sound mitigation terms).** **Should the Sound Engineer/Sound Monitor or Event Coordinator request that the volume of music, sound or noise be lowered or turned off, Winter Fun Festivals LLC must comply with request.**

### STATE FIRE MARSHAL

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

### TEMPORARY STRUCTURES

Per State Fire Marshal, the company providing temporary structures such as stages, bleachers, cargo containers, etc must provide a letter stating that temporary structures have been installed and set up per manufacturer's specifications.

### VEHICLE PARKING FEE

It is understood that Night of Lights OC is an in-vehicle drive-thru experience and Winterfest is an interactive out-of-vehicle event. If Night of Lights OC patrons also attend Winterfest or any other event/out-of-vehicle activity on OCFEC property, they will be subject to a \$10.00 per vehicle parking fee while attending such activities.

### WINTER FUN FESTIVALS LLC AGREES TO:

Winter Fun Festivals LLC agrees to provide a \$10,000.00 deposit to be included in Rental Agreement scheduled payments prior to the start of the event run which OCFEC will hold in reserve to pay for damages to OCFEC property, additional space and equipment and/or services requested by Winter Fun Festivals LLC during the Show. All requests will be assessed by OCFEC on a case-by-case basis and if approved will be deducted from the \$10,000.00 reserve. If the reserve is depleted, Winter Fun Festivals LLC must pay for the approved space, equipment and/or services with a credit card or provide another cash advance to cover such costs prior to the delivery of requested space and/or services.

Winter Fun Festivals LLC agrees to adhere to all OCFEC event, booking and payment policies as set forth herein and any violation of said policies will be considered a material breach of this agreement and/or the resulting Rental Agreement. Should a material breach occur, OCFEC has the sole right to cancel the Show and apply its cancellation policy. OCFEC reserves the sole and exclusive right to terminate this agreement, with or without cause, upon thirty (30) calendar days written notice to Winter Fun Festivals LLC.

In the event that an emergency occurs under the Rental Agreement which requires the use of the Premises by a government agency, OCFEC shall endeavor in good faith to provide Winter Fun Festivals LLC with an alternative location at the fairgrounds for the Winter Fun Festivals LLC event. In the event that a Force Majeure event occurs, then the Parties shall confer in good faith regarding the mutual cancelation of this agreement, and if canceled, either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

Winter Fun Festivals LLC management and staff agree to work solely through their assigned Event Coordinator and to not approach other OCFEC staff with requests for additional services, equipment and/or labor either leading up to the Show or throughout the Show. All event business must be directed to the Event Coordinator.



# EXHIBIT A

## Event Information

Winter Fun Festivals LLC acknowledges that other events are scheduled during the run of its Show and agrees to abide by any reasonable requests made by OCFEC to ensure that the Show does not interfere with the successful operation of another event. As such, Winter Fun Festivals LLC agrees to contain its construction and setup activity within a fenced and banner-walled area located in the southern half of Parking Lot A/H, and that no construction of event elements, including the entertainment sets, will be visible to other events scheduled unless otherwise approved by OCFEC.

Winter Fun Festivals LLC agrees that parking hang tags for staff, vendors, concessionaires and other Show partners are non-transferable and may not be shared. Should OCFEC staff discover inappropriate use of hang tags, Winter Fun Festivals LLC will be charged accordingly and agrees to pay for the additional hang tags needed.

Winter Fun Festivals LLC acknowledges that at the time of the signing of this Agreement, it does not intend to rent space in the OCFEC campground. Should a request to rent campground space be made after signing, Winter Fun Festivals LLC agrees that OCFEC will post a mandatory security attendant in the campground from 8:00 pm to 8:00 am daily to ensure that staff will strictly adhere to quiet hours and campground rules as outlined in the OCFEC event guide. The cost for the mandatory security attendant will be included in a resulting Rental Agreement amendment. Any violations will result in loss of camping rental privileges and charges for damages.

OCFEC understands that some events require small deviations from the originally proposed layout by the promoter. OCFEC will make every effort to accommodate such requests, but at its sole and absolute discretion. Winter Fun Festivals LLC agrees to include all possible and anticipated space and equipment requests in its original proposal to minimize any major deviations from the original event plan.

Winter Fun Festivals LLC acknowledges that at the time of the signing of this Agreement, if third party contracted services are utilized for security coverage, provider must be a CA BSIS PPO certificate holder in good standing which will be verified by OCFEC Security Management. In advance of the event dates, contract provider will be required to meet with OCFEC Security Management to review all requirements, procedures and other aspects of operating on OCFEC property. Proposed use of contracted traffic management services will also be subject to same advance review and approval before provider may perform such services on OCFEC property. If contract security or traffic services are retained, an OCFEC Supervisor specific to either or each service will be scheduled during all operating hours to oversee all security, traffic and related emergency aspects of either or both functions.

Winter Fun Festivals LLC acknowledges that at the time of the signing of this Agreement, an OCFEC Event Coordinator is required to be contracted to provide essential venue oversight during all scheduled event operating hours.

Winter Fun Festivals LLC agrees to obtain all required permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensure that all elements of the event are operating within the parameters set forth by these agencies as well as in compliance with all applicable laws.

Winter Fun Festivals LLC will provide copies of safety training certifications, licenses, insurance and/or permits for all third party attractions including its entertainment sets and setups, and submit such copies to OCFEC for review and approval.

Winter Fun Festivals LLC agrees that all attractions included in the entertainment drive-thru component of the Show will be subject to a full pre-Show inspection and random daily inspections at the discretion of authorized OCFEC Facilities Department representatives. Costs for such inspections, if any, will be included in the Rental Agreement and are the responsibility of Winter Fun Festivals LLC. In addition, OCFEC reserves the right to inspect all event components for family audience appropriateness. Because of the brand equity that OCFEC has with its annual OC Fair, certain standards for cleanliness and appearance are expected from any other event that operates at OCFEC. As such, Winter Fun Festivals LLC agrees to comply with any and all requests OCFEC may make for improvements to the presentation of event production provided by Winter Fun Festivals LLC.

By \_\_\_\_\_ Date: \_\_\_\_\_  
Title: **Mark Entner, CEO**

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



R\_\_\_\_\_

A\_\_\_\_\_

**AMENDMENT TO REUNITED STATES TOUR - 20<sup>TH</sup> ANNIVERSARY 9/11 EVENT  
(SEPTEMBER 2021)**

DATE: September 8, 2021

RENTAL AGREEMENT: R-074-21

AMENDMENT #1

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

**ADDITION TO EXHIBIT A: VEHICLE PARKING FEE**

**Vehicle Parking Fee:** Parking Buyout (See Summary)

**Summary**

Rental Agreement Facility Fee Total	\$5,587.50
Rental Agreement Estimated Equipment, Reimbursable Personnel and Services Total	\$6,629.00
<b>Revised Amendment #1 Parking Buyout (Based on 250 vehicles at \$10.00 per vehicle)</b>	<b>\$2,500.00</b>
Refundable Deposit	\$1,500.00
<b>Grand Total:</b>	<b>\$16,216.50</b>

**Payment Schedule**

**Payment Schedule**

	<b><u>Due Date</u></b>	<b><u>Amount</u></b>
First Payment	<i>Past Due</i>	\$13,716.50
Second Payment	Upon Signing	\$2,500.00
<b>Payment Total:</b>		<b>\$16,216.50</b>

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

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

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

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

