

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

**NEW**

CONTRACT #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-056-21	Englebrecht Promotions & Events	Fight Club OC	Competition/Tournament (COM)	The Hangar	12/01/21-12/02/21	14,983.25
R-087-21	Share Our Selves	Share Our Selves "Adopt a Family" Annual Program	Fundraiser (FUNR)	Anaheim Building (#16), OC Promenade (Span)	12/13/21-12/16/21	15,125.50
R-088-21	Shoreline Dog Fanciers Association	Shoreline Dog Fanciers Association	Consumer Show (CON)	Costa Mesa Building (#10), Huntington Beach Building (#12), Santa Ana Pavilion (Parade of Products)	12/09/21-12/12/21	52,139.50
R-089-21	Gem Faire, Inc.	Gem Faire	Consumer Show (CON)	Costa Mesa Building (#10), Main Mall, Santa Ana Pavilion (Parade of Products)	12/01/21-12/06/21	54,969.00
R-090-21	Seasonal Adventures	Seasonal Adventures - Tree Lot	Consumer Show (CON)	Parking Lot C	11/05/21-12/19/21	38,096.50
R-093-21	Creative Babe Market, LLC	Creative Babe Market- Holiday Market	Festival (FST)	The Hangar	12/04/21-12/04/21	10,812.50
R-094-21	SLD LLC	The Original O.C Swap Meet	Festival (FST)	Festival Field Asphalt, OC Room	11/13/21-11/27/21	10,861.00
R-095-21	SLD LLC	The Original O.C Swap Meet	Festival (FST)	Parking Lot D	12/11/21-12/11/21	10,861.00
R-096-21	SLD LLC	The Original O.C Swap Meet	Festival (FST)	Parking Lot D	12/18/21-12/18/21	10,861.00
R-003-22	Union of the Vietnamese Student Association Southern California	UVSA - TET Festival	Cultural Festival (CULTU)	Parking Lot I	01/31/22-02/07/22	117,213.00

**AMENDMENTS**

CONTRACT #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-024-21 (Amend. #3)	EQ Graze +	Horse Feed Storage Location <i>Amended for contract extension through end of year</i>	Other (OTH)	Parking Lot G	11/01/21-12/31/21	1,200.00
R-001-22 (Amend. #1)	For Inspiration and Recognition of Science and Technology, FIRST	2022 Orange County Regional <i>Amended contract language for mutual indemnification clause</i>	Competition/Tournament (COM)	Anaheim Building (#16), Baja Blues Restaurant, The Hangar	03/09/22-03/13/22	58,662.13

FORM F-31

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

AGREEMENT NO. **R-056-21**

DATE **November 17, 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 **Englebrecht Promotions & Events** 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

**December 1 - 2, 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:

**\$14,983.25**

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 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.

**Englebrecht Promotions & Events**  
**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-056-21	
<b>Contact Person:</b>	Roy Englebrecht	<b>Phone:</b>	(949) 235-6155	
<b>Event Date:</b>	12/02/2021	<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	

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	12/01/2021 06:00 AM - 11:59 PM	Move In	500.00	
<b>Thursday</b>				
The Hangar	12/02/2021 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 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>
25 MB Internet - Hard Line	12/02/2021	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	EA	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	11/26/2021 - 12/02/2021	1.00	WK	Included		Included
Portable Electronic Message Board	12/02/2021	2.00	EA	75.00	EA/DAY	150.00
Projector and Screen	12/02/2021	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	12/02/2021 05:30PM - 10:00PM	1.00	EA	30.00	HR	135.00
Grounds Attendant	12/02/2021 05:30PM - 10:00PM	2.00	EA	25.00	HR	225.00
Janitorial Attendant	12/02/2021 05:30PM - 10:00PM	2.00	EA	25.00	HR	225.00
Electrician	12/02/2021 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	12/02/2021 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	12/02/2021 06:15PM - 10:45PM	1.00	EA	30.00	HR	135.00
Security Attendant	12/02/2021 04:30PM - 09:00PM	2.00	EA	25.00	HR	225.00
Security Attendant	12/02/2021 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

Emergency Medical Services	12/02/2021 05:00PM - 10:30PM	2.00	EA	26.00	HR	286.00
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: 5,294.25**

### Summary

Facility Rental Total	\$2,500.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$11,983.25
Refundable Deposit	\$500.00

**Grand Total: \$14,983.25**

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	11/30/2021	\$14,983.25

**Total: \$14,983.25**

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.

# 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 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.

### **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.

### **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.

### **FUTURE TERMS**

Future terms and agreements subject to change.

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

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

### **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 show promoters/producers while on property during their event. It is of utmost importance that all operators adhere to direction provided by OCFEC staff.

# 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 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, Englebrecht Promotions & Events must comply with request.**

### STATE FIRE MARSHAL

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

**FORM F-31**

REVIEWED 12/7/21  
JO 12/7/21  
APPROVED \_\_\_\_\_

AGREEMENT NO. **R-087-21**  
DATE **December 7, 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 **Share Our Selves** 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

**December 13 - 16, 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:

**Share Our Selves "Adopt a Family" Annual Program**

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

**\$15,125.50**

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.

**Share Our Selves**  
**1550 Superior Avenue**  
**Costa Mesa, CA 92627**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Christy Ward, Chief Executive Officer**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Joan Hamill, Chief Business Development 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 owned 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 or property taxes levied on such interest.
18. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times. Association shall have the right to retain a key to the Premises and may enter with at least 24-hour written notice to Renter.
19. The Parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
20. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

**Memo for Fair Management: Hazardous Agreements. If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 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>	Share Our Selves "Adopt a Family" Annual Program	<b>Contract No:</b>	R-087-21
<b>Contact Person:</b>	Imelda Buncab	<b>Phone:</b>	(949) 270-2188
<b>Event Date:</b>	12/16/2021	<b>Hours:</b>	8:00 AM - 4:00 PM
<b>Admission Price:</b>	Free		
<b>Vehicle Parking Fee:</b>	No Charge (Private Event)	<b>Projected Attendance:</b>	1,000

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Monday</b>			
Anaheim Building (#16)	12/13/2021 06:00 AM - 04:00 PM	Move In	1,212.50
OC Promenade (Span)	12/13/2021 06:00 AM - 04:00 PM	Move In	1,212.50
<b>Tuesday</b>			
Anaheim Building (#16)	12/14/2021 06:00 AM - 04:00 PM	Move In	1,212.50
OC Promenade (Span)	12/14/2021 06:00 AM - 04:00 PM	Move In	1,212.50
<b>Wednesday</b>			
Anaheim Building (#16)	12/15/2021 06:00 AM - 04:00 PM	Move In	1,212.50
OC Promenade (Span)	12/15/2021 06:00 AM - 04:00 PM	Move In	1,212.50
<b>Thursday</b>			
Anaheim Building (#16)	12/16/2021 08:00 AM - 04:00 PM	Event	2,425.00
OC Promenade (Span)	12/16/2021 08:00 AM - 04:00 PM	Event	2,425.00
<b>Total:</b>			<b>12,125.00</b>

Hosting of this event in the above specified spaces, Anaheim Building and OC Promenade, 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

Move out must be completed by 11:59 PM Thursday - December 16, 2021 to avoid additional charges.

Estimated Equipment Fees					
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>	
Dumpster	Estimate 4	4.00 EA	19.00 EA	76.00	
Electrical Usage	Estimate Only	1.00 EA	150.00 EVT	150.00	
Forklift	TBD	TBD HR	75.00 HR	TBD	
Man Lift	Estimate 2 Hours	2.00 HR	75.00 HR	150.00	
Marquee Board	12/10/2021 - 12/16/2021	1.00 WK	Included	Included	
Picnic Table (Rectangular & Round)	Estimate 1	1.00 EA	15.00 EA	15.00	
Portable Electronic Message Board	12/16/2021	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 Microphone	TBD	TBD EA	50.00 EA/DAY	TBD	
<b>Total:</b>				<b>766.00</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 2 Hours	2.00 HR	25.00 HR	50.00	
Janitorial Attendant	Estimate 8 Hours	8.00 HR	25.00 HR	200.00	
<b>Event Day</b>					
Grounds Attendant	Estimate 4 Hours	4.00 HR	25.00 HR	100.00	
Janitorial Attendant	12/16/2021 10:00AM - 02:00PM	2.00 EA	25.00 HR	200.00	

# EXHIBIT A

## Event Information

### Clean Up

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

### Parking

#### Set Up

Parking Attendant	Estimate 6 Hours	6.00	HR	25.00	HR	150.00
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#### Event Day

Parking Attendant Lead	12/16/2021 07:00AM - 03:00PM	1.00	EA	30.00	HR	240.00
Parking Attendant	12/16/2021 07:00AM - 03:00PM	2.00	EA	25.00	HR	400.00

### Technology

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

State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
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**Total: 2,034.50**

### Summary

Facility Rental Total	\$12,125.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$2,800.50
Refundable Deposit	\$200.00

**Grand Total: \$15,125.50**

### Payment Schedule

#### Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	<i>Upon Signing</i>	\$15,125.50

**Total: \$15,125.50**

Please Remit Payment in \*Check Only\*

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

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

### ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

### CANNABIS EVENTS

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

# EXHIBIT A

## Event Information

### **CANOPIES / TENTS**

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

### **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 (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, Share Our Selves must comply with request.**

### **STATE FIRE MARSHAL**

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

FORM F-31

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

AGREEMENT NO. **R-088-21**

DATE **November 20, 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 **Shoreline Dog Fanciers Association** 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

**December 9 - 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:

#### **Shoreline Dog Fanciers Association**

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

**\$52,139.50**

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.

**Shoreline Dog Fanciers Association**  
**24922 Las Marias Lane**  
**Mission Viejo, CA 92691**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Peggy McDill, Promoter**

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



# EXHIBIT A

## Event Information

<b>Event Name:</b>	Shoreline Dog Fanciers of Orange County - All Breed Dog Show	<b>Contract No:</b>	R-088-21
<b>Contact Person:</b>	Peggy McDill	<b>Phone:</b>	(949) 584-2338
<b>Event Date:</b>	12/10/2021 - 12/12/2021	<b>Hours:</b>	Friday - Sunday: 8:00 AM - 5:00 PM
<b>Vehicle Parking Fee:</b>	\$10.00 General Parking	<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>Thursday</b>			
Costa Mesa Building (#10)	12/09/2021 10:00 AM - 10:00 PM	Move In	1,862.50*
Huntington Beach Building (#12)	12/09/2021 10:00 AM - 10:00 PM	Move In	1,212.50*
<b>Friday</b>			
Costa Mesa Building (#10)	12/10/2021 08:00 AM - 05:00 PM	Event	3,725.00*
Huntington Beach Building (#12)	12/10/2021 08:00 AM - 05:00 PM	Event	2,425.00*
<b>Saturday</b>			
Costa Mesa Building (#10)	12/11/2021 08:00 AM - 05:00 PM	Event	3,725.00*
Huntington Beach Building (#12)	12/11/2021 08:00 AM - 05:00 PM	Event	2,425.00*
<b>Sunday</b>			
Costa Mesa Building (#10)	12/12/2021 08:00 AM - 05:00 PM	Event	3,725.00*
Huntington Beach Building (#12)	12/12/2021 08:00 AM - 05:00 PM	Event	2,425.00*
<b>Total:</b>			<b>21,525.00</b>

Hosting of this event in the above specified spaces, Costa Mesa Building and 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.

\*Facility Fee adjusted to honor original event location prior to being asked to move in order to accommodate other activity on grounds.

Move out must be completed by 11:59 PM Sunday - December 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>
30 Amp Drop	TBD	TBD EA	50.00 EA	TBD
Barricade (Plastic)	TBD	TBD EA	15.00 EA	TBD
Cable Ramp	TBD	TBD EA	15.00 EA	TBD
Dumpster	Estimate 30	30.00 EA	19.00 EA	570.00
Electrical Splitter Box	Estimate 8	8.00 EA	55.00 EA	440.00
Electrical Usage	Estimate Only	1.00 EA	2,250.00 EVT	2,250.00
Forklift	TBD	TBD HR	75.00 HR	TBD
Marquee Board	12/06/2021 - 12/12/2021	1.00 WK	Included	Included
Portable Electronic Message Board	12/10/2021 - 12/12/2021	2.00 EA	75.00 EA/DAY	450.00
Public Address System (Per Building)	12/10/2021 - 12/12/2021	2.00 EA	75.00 EA/DAY	450.00
Scissor Lift	TBD	TBD HR	75.00 HR	TBD
Sweeper (In-House)	Estimate 12 Hours	12.00 HR	75.00 HR	900.00
Wireless Microphone	TBD	TBD EA	50.00 EA/DAY	TBD
<b>Total:</b>				<b>5,060.00</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 16 Hours	16.00 HR	25.00 HR	400.00
Janitorial Attendant	Estimate 16 Hours	16.00 HR	25.00 HR	400.00
Electrician	Estimate 9 Hours	9.00 HR	62.50 HR	562.50

## Event Information

**Total: 24,054.50**

# EXHIBIT A

## Event Information

### Summary

Facility Rental Total	\$21,525.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$29,114.50
Refundable Deposit	\$1,500.00
<b>Grand Total:</b>	<b>\$52,139.50</b>

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$52,139.50
<b>Total:</b>		<b>\$52,139.50</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.

### CAMPING

Shoreline Dog Fanciers Association to submit itemized list detailing number of camper units/days on grounds. List is to be submitted to OCFEC by no later than **Wednesday - December 8, 2021**. Payment due by **Wednesday - December 22, 2021**.

### 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.

### FACILITY RENTAL FEE

Facility Fee adjusted to honor original event location prior to being asked to move in order to accommodate other activity on grounds.

### 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

### PET WASTE

Renter agrees to provide plastic pet waste bags used by exhibitors bringing their dogs onto the grounds, and agrees to advise them that they are responsible for cleaning up after their dogs. Dogs must be on a leash at all times.

### 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, Shoreline Dog Fanciers must comply with request.**

### STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-089-21**

REVIEWED \_\_\_\_\_

DATE **November 20, 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

**December 1 - 6, 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.

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-089-21	
Contact Person:	Allen Van Volkinburgh	Phone:	(503) 252-8300	
Event Date:	12/03/2021 - 12/05/2021	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:	4,500	

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	12/01/2021 08:00 AM - 08:00 PM	Move In	218.75	
Costa Mesa Building (#10)	12/01/2021 08:00 AM - 08:00 PM	Move In	2,262.50	
Santa Ana Pavilion (Parade of Products)	12/01/2021 08:00 AM - 08:00 PM	Move In	1,062.50	
<b>Thursday</b>				
¼ Main Mall	12/02/2021 08:00 AM - 08:00 PM	Move In	218.75	
Costa Mesa Building (#10)	12/02/2021 08:00 AM - 08:00 PM	Move In	2,262.50	
Santa Ana Pavilion (Parade of Products)	12/02/2021 08:00 AM - 08:00 PM	Move In	1,062.50	
<b>Friday</b>				
¼ Main Mall	12/03/2021 12:00 PM - 06:00 PM	Event	437.50	
Costa Mesa Building (#10)	12/03/2021 12:00 PM - 06:00 PM	Event	4,525.00	
Santa Ana Pavilion (Parade of Products)	12/03/2021 12:00 PM - 06:00 PM	Event	2,125.00	
<b>Saturday</b>				
¼ Main Mall	12/04/2021 10:00 AM - 06:00 PM	Event	437.50	
Costa Mesa Building (#10)	12/04/2021 10:00 AM - 06:00 PM	Event	4,525.00	
Santa Ana Pavilion (Parade of Products)	12/04/2021 10:00 AM - 06:00 PM	Event	2,125.00	
<b>Sunday</b>				
¼ Main Mall	12/05/2021 10:00 AM - 05:00 PM	Event	437.50	
Costa Mesa Building (#10)	12/05/2021 10:00 AM - 05:00 PM	Event	4,525.00	
Santa Ana Pavilion (Parade of Products)	12/05/2021 10:00 AM - 05:00 PM	Event	2,125.00	
<b>Monday</b>				
¼ Main Mall	12/06/2021 08:00 AM - 12:00 PM	Move Out	No Charge	
Costa Mesa Building (#10)	12/06/2021 08:00 AM - 12:00 PM	Move Out	No Charge	
Santa Ana Pavilion (Parade of Products)	12/06/2021 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 - December 6, 2021 to avoid additional charges.**

Estimated Equipment Fees						
Description	Date-Time	Units		Rate		Actual
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	11/08/2021 - 12/05/2021	4.00	WK	Included		Included
Portable Electronic Message Board	12/03/2021 - 12/05/2021	2.00	EA	75.00	EA/DAY	450.00
Public Address System (Per Building)	12/03/2021 - 12/05/2021	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	12/03/2021 09:00AM - 06:00PM	1.00	EA	30.00	HR	270.00
Grounds Attendant	12/03/2021 09:00AM - 06:00PM	2.00	EA	25.00	HR	450.00
Janitorial Attendant	12/03/2021 09:00AM - 06:00PM	2.00	EA	25.00	HR	450.00
Grounds Attendant Lead	12/04/2021 09:00AM - 06:00PM	1.00	EA	30.00	HR	270.00
Grounds Attendant	12/04/2021 09:00AM - 06:00PM	2.00	EA	25.00	HR	450.00
Janitorial Attendant	12/04/2021 09:00AM - 06:00PM	2.00	EA	25.00	HR	450.00
Grounds Attendant Lead	12/05/2021 09:00AM - 05:00PM	1.00	EA	30.00	HR	240.00
Grounds Attendant	12/05/2021 09:00AM - 05:00PM	2.00	EA	25.00	HR	400.00
Janitorial Attendant	12/05/2021 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	12/03/2021 09:00AM - 06:00PM	1.00	EA	50.00	HR	450.00
Event Coordinator	12/04/2021 09:00AM - 06:00PM	1.00	EA	50.00	HR	450.00
Event Coordinator	12/05/2021 09:00AM - 05:00PM	1.00	EA	50.00	HR	400.00
<u>Parking</u>						
Parking Attendant Lead	12/02/2021 10:00AM - 07:00PM	1.00	EA	30.00	HR	270.00
Parking Attendant	12/02/2021 10:00AM - 07:00PM	2.00	EA	25.00	HR	450.00
<u>Safety &amp; Security</u>						
Security Attendant	12/02/2021 09:45AM - 06:00PM	4.00	EA	25.00	HR	825.00
Security Attendant - Overnight	12/02/2021 06:00PM - 07:00AM	2.00	EA	25.00	HR	650.00
Security Attendant - Daytime	12/03/2021 07:00AM - 12:00PM	2.00	EA	25.00	HR	250.00
Security Attendant - Daytime	12/03/2021 10:00AM - 06:00PM	2.00	EA	25.00	HR	400.00
Security Attendant - Overnight	12/03/2021 06:00PM - 07:00AM	2.00	EA	25.00	HR	650.00



# EXHIBIT A

Event Information							
Security Attendant - Daytime	12/04/2021 07:00AM - 12:00PM	1.00	EA	25.00	HR	125.00	
Security Attendant - Daytime	12/04/2021 10:00AM - 06:00PM	2.00	EA	25.00	HR	400.00	
Security Attendant - Overnight	12/04/2021 06:00PM - 07:00AM	2.00	EA	25.00	HR	650.00	
Security Attendant - Daytime	12/05/2021 07:00AM - 12:00PM	1.00	EA	25.00	HR	125.00	
Security Attendant - Daytime	12/05/2021 10:00AM - 06:00PM	2.00	EA	25.00	HR	400.00	
Security Attendant	12/05/2021 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	12/03/2021 09:30AM - 06:30PM	2.00	EA	26.00	HR	468.00	
Emergency Medical Services	12/04/2021 09:30AM - 06:30PM	2.00	EA	26.00	HR	468.00	
Emergency Medical Services	12/05/2021 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.

## 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.

### 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 show promoters/producers 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 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, Gem Faire, Inc. must comply with request.**

### STATE FIRE MARSHAL

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

FORM F-31

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

AGREEMENT NO. **R-090-21**  
DATE **November 9, 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 **Seasonal Adventures** 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 5 - December 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:

#### Seasonal Adventures - Tree Lot

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

**\$35,496.50**

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 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 e 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.

**Seasonal Adventures**  
**207 West Los Angeles Avenue #287**  
**Moorpark, CA 93021**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: Rob Lambert, Owner

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

# EXHIBIT A

## Event Information

<b>Event Name:</b>	Seasonal Adventures - Tree Lot	<b>Contract No:</b>	R-090-21
<b>Contact Person:</b>	Rob Lambert	<b>Phone:</b>	(503) 930-1900
<b>Event Date:</b>	11/26/2021 - 12/17/2021	<b>Hours:</b>	Sunday - Saturday: 9:00 AM - 9:00 PM
<b>Admission Price:</b>	Free		

<b>Vehicle Parking Fee:</b>	No Charge	<b>Projected Attendance:</b>	500 Daily
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## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
½ Parking Lot C	11/05/2021 - 11/21/2021	Storage	5,000.00
½ Parking Lot C	11/22/2021 - 11/25/2021	Move In	1,537.50
½ Parking Lot C	11/26/2021 - 12/17/2021	Event	22,550.00
½ Parking Lot C	12/18/2021 - 12/19/2021	Move Out	No Charge
<b>Total:</b>			<b>29,087.50</b>

Hosting of this event in the above specified space, 1/2 Parking Lot C, 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 - December 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>
40 Yard Dumpster	Estimate 2	2.00 EA	216.00 EA	432.00
Barricade (Metal)	TBD	TBD EA	15.00 EA	TBD
Cable Ramp	Estimate 13	13.00 EA	15.00 EA	195.00
Dumpster	TBD	TBD EA	19.00 EA	TBD
Electrical Splitter Box	Estimate 3	3.00 EA	55.00 EA	165.00
Electrical Usage	Estimate Only	1.00 EA	1,000.00 EVT	1,000.00
Forklift	TBD	TBD HR	75.00 HR	TBD
Portable Light Pole	TBD	TBD EA	100.00 EA	TBD
Sweeper (In-House)	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Tonnage Weight (40 Yard Dumpster)	Estimate 5 Tons	5.00 TON	82.00 TON	410.00
<b>Total:</b>				<b>2,427.00</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 15 Hours	15.00 HR	25.00 HR	375.00
Electrician	Estimate 5 Hours	5.00 HR	62.50 HR	312.50
Plumber	Estimate 4 Hours	4.00 HR	62.50 HR	250.00
<b>Event Sales &amp; Services</b>				
Event Coordinator	Estimate 8 Hours	8.00 HR	50.00 HR	400.00
<b>Outside Services</b>				
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	250.00 EVT	250.00
<b>Total:</b>				<b>1,982.00</b>

# EXHIBIT A

## Event Information

### Summary

Facility Rental Total	\$29,087.50
Estimated Equipment, Reimbursable Personnel and Services Total	\$4,409.00
Refundable Deposit	\$2,000.00
<b>Grand Total:</b>	<b>\$35,496.50</b>

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	<i>Upon Signing</i>	\$35,496.50
	<b>Total:</b>	<b>\$35,496.50</b>

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

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

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

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

### 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.

### ADDITIONAL INSURANCE REQUIREMENT

Coverage and proof of insurance is required for all hazardous and/or interactive activities. Insurance certificate must be submitted to the Event Coordinator two (2) 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.

### 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.

# EXHIBIT A

## Event Information

### **MARKING THE GROUNDS**

Any marking of the grounds must be pre-approved. Only white spray chalk is allowed. Chalking the grounds is subject to additional cleaning fees.

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

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

### **PORT-A-POTTIES**

Seasonal Adventures has agreed to provide and maintain port-a-potties throughout the event. OCFEC staff will not be responsible for maintenance of port-a-potties.

### **RENTER AGREES**

That damage occurring in Parking Lot C and/or of OCFEC property will be itemized and invoiced for payment by Seasonal Adventures.

### **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, Seasonal Adventures must comply with request.**

### **STATE FIRE MARSHAL**

Event footprint capacity will be determined by State Fire Marshal. Seasonal Adventures must comply with all California State Fire Codes. If State Fire Marshal requires changes to event layout, Seasonal Adventures 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-093-21**

DATE **November 5, 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 **Creative Babe Market, 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

**December 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:

#### **Creative Babe Market - Holiday Market**

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

**\$10,812.50**

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 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.

**Creative Babe Market, LLC**  
**1725 South Auburn Way, #526**  
**Anaheim, CA 92805**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: **Holly Gresto, Owner**

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

# EXHIBIT A

## Event Information

<b>Event Name:</b>	Creative Babe Market - Holiday Market	<b>Contract No:</b>	R-093-21
<b>Contact Person:</b>	Holly Gresto	<b>Phone:</b>	(714) 869-7229
<b>Event Date:</b>	12/04/2021	<b>Hours:</b>	Saturday: 11:00 AM - 5:00 PM

**Admission Price:** Free Admission

**Vehicle Parking Fee:** \$10.00 General Parking

**Projected Attendance:** 900

## Facility Rental Fee

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Saturday</b>			
The Hangar	12/04/2021 07:00 AM - 11:00 AM	Move In	No Charge
The Hangar	12/04/2021 11:00 AM - 05:00 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 Saturday - December 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>
10 MB Internet - Hard Line	TBD	TBD EA	150.00 EA/DAY	TBD
20 Amp Drop	TBD	TBD EA	25.00 EA	TBD
4-Channel Audio Mixer	Estimate 1	1.00 EA	35.00 EA/DAY	35.00
Barricade (Plastic)	TBD	TBD EA	15.00 EA	TBD
Chair (Individual)	Estimate 30	30.00 EA	2.50 EA	75.00
Dumpster	Estimate 12	12.00 EA	19.00 EA	228.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage	Estimate Only	1.00 EA	350.00 EVT	350.00
Forklift	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Hang Tag - 1 Day	TBD	TBD EA	5.00 EA	TBD
Man Lift	TBD	TBD HR	75.00 HR	TBD
Marquee Board	11/28/2021 - 12/04/2021	1.00 WK	Included	Included
Picnic Table (Rectangular & Round)	Estimate 10	10.00 EA	15.00 EA	150.00
Portable Electronic Message Board	12/04/2021	2.00 EA	75.00 EA/DAY	150.00
Public Address System (Per Building)	12/04/2021	1.00 EA	75.00 EA/DAY	75.00
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)	TBD	TBD EA	100.00 EA	TBD
Wireless Internet Router	TBD	TBD EA	75.00 EVT	TBD
<b>Total:</b>				<b>1,438.00</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 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 1 Hour	1.00 HR	62.50 HR	62.50
<b>Event Day</b>				
Grounds Attendant Lead	12/04/2021 10:00AM - 06:00PM	1.00 EA	30.00 HR	240.00
Grounds Attendant	12/04/2021 10:00AM - 06:00PM	1.00 EA	25.00 HR	200.00
Janitorial Attendant	12/04/2021 10:00AM - 06:00PM	2.00 EA	25.00 HR	400.00
Electrician	TBD	TBD EA	62.50 HR	TBD

# EXHIBIT A

Event Information						
<b>Clean Up</b>						
Grounds Attendant Lead	Estimate 5 Hours	5.00	HR	30.00	HR	150.00
Grounds Attendant	Estimate 6 Hours	6.00	HR	25.00	HR	150.00
Janitorial Attendant	Estimate 6 Hours	6.00	HR	25.00	HR	150.00
Electrician	TBD	TBD	HR	62.50	HR	TBD
<b>Event Sales &amp; Services</b>						
Event Coordinator	12/04/2021 10:00AM - 06:00PM	1.00	EA	50.00	HR	400.00
<b>Parking</b>						
Parking Attendant Lead	Estimate 8 Hours	8.00	HR	30.00	HR	240.00
Parking Attendant	Estimate 16 Hours	16.00	HR	25.00	HR	400.00
<b>Safety &amp; Security</b>						
Security Attendant Lead	12/04/2021 10:00AM - 05:30PM	1.00	EA	30.00	HR	225.00
Security Attendant	12/04/2021 07:00AM - 05:30PM	1.00	EA	25.00	HR	262.50
Security Attendant	12/04/2021 10:00AM - 05:30PM	2.00	EA	25.00	HR	375.00
<b>Technology</b>						
Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00
<b>Outside Services</b>						
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
<b>Total:</b>						<b>4,149.50</b>

## Summary

Facility Rental Total	\$3,725.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$5,587.50
Refundable Deposit	\$1,500.00
<b>Grand Total:</b>	<b>\$10,812.50</b>

## Payment Schedule

<b>Payment Schedule</b>	<b>Due Date</b>	<b>Amount</b>
First Payment	Upon Signing	\$10,812.50
<b>Total:</b>		<b>\$10,812.50</b>

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

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

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

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

## **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, Creative Babe Market, LLC must comply with request.**

### STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-094-21**

REVIEWED \_\_\_\_\_

DATE **November 13, 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 **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

**November 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:

#### **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:

**\$10,861.00**

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.

**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

<b>Event Name:</b>	The Original O.C. Swap Meet	<b>Contract No:</b>	R-094-21
<b>Contact Person:</b>	David Sesena	<b>Phone:</b>	(949) 302-0355
<b>Event Date:</b>	11/27/2021	<b>Hours:</b>	9:00 AM - 3:00 PM
<b>Admission Price:</b>	Free Admission		
<b>Vehicle Parking Fee:</b>	\$10.00 General Parking	<b>Projected Attendance:</b>	1,000

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Saturday</b>			
Festival Field Asphalt & Green Gate Walkway	11/27/2021 06:00 AM - 09:00 AM	Move In	No Charge
Festival Field Asphalt & Green Gate Walkway	11/27/2021 09:00 AM - 03:00 PM	Event	2,050.00*
Festival Field Asphalt & Green Gate Walkway	11/27/2021 03:00 PM - 07:00 PM	Move Out	No Charge

**Total: 2,050.00**

Hosting of this event in the above specified spaces, Festival Field Asphalt & Green Gate Walkway, 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.

\*Facility Fee adjusted to honor original event location prior to being asked to move in order to accommodate other activity on grounds.

Move out must be completed by 7:00 PM Saturday - November 27, 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	TBD	TBD EA	25.00 EA	TBD
Audio Mixer	TBD	TBD EA	35.00 EA	TBD
Barricade (Metal)	Estimate 30	30.00 EA	15.00 EA	450.00
Cable Ramp	Estimate 17	17.00 EA	15.00 EA	255.00
Chair (Individual)	TBD	TBD EA	2.50 EA	TBD
Dumpster	Estimate 11	11.00 EA	19.00 EA	209.00
Electrical Usage Rate	Estimate Only	1.00 EA	100.00 EVT	100.00
Electrical Splitter Box	Estimate 2	2.00 EA	55.00 EA	110.00
Forklift	Estimate 8 Hours	8.00 HR	75.00 HR	600.00
Handwashing Station	Estimate 1	1.00 EA	100.00 EA	100.00
Hang Tag - 1 Day	Estimate 100	100.00 EA	5.00 EA	500.00
Man Lift	TBD	TBD HR	75.00 HR	TBD
Marquee Board	11/21/2021 - 11/27/2021	1.00 WK	Included	Included
Picnic Table (Rectangular & Round)	Estimate 2	2.00 EA	15.00 EA	30.00
Portable Electronic Message Board	11/27/2021	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
Umbrella w/Stand	Estimate 2	2.00 EA	15.00 EA	30.00
Wireless Internet Router	TBD	TBD EA	75.00 EA	TBD

**Total: 2,834.00**

## 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 8 Hours	8.00 HR	25.00 HR	200.00
Electrician	Estimate 4 Hours	4.00 HR	62.50 HR	250.00
Plumber	Estimate 1 Hour	1.00 HR	62.50 HR	62.50

# EXHIBIT A

## Event Information

### Event Day

Grounds Attendant Lead	11/27/2021 06:00AM - 04:00PM	1.00	EA	30.00	HR	300.00
Grounds Attendant	11/27/2021 06:00AM - 04:00PM	1.00	EA	25.00	HR	250.00
Janitorial Attendant	11/27/2021 06:00AM - 04:00PM	2.00	EA	25.00	HR	500.00
Electrician	TBD	TBD	EA	62.50	HR	TBD

### Clean Up

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 4 Hours	4.00	HR	62.50	HR	250.00
Plumber	Estimate 1 Hour	1.00	HR	62.50	HR	62.50

### Event Sales & Services

Event Coordinator	11/27/2021 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 Lead*	11/27/2021 08:00AM - 03:30PM	1.00	EA	30.00	HR	225.00
Security Attendant*	11/27/2021 08:00AM - 03:30PM	4.00	EA	25.00	HR	750.00

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

### Outside Services

Emergency Medical Services	11/27/2021 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: 4,477.00**

### Summary

Facility Rental Total	\$2,050.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$7,311.00
Refundable Deposit	\$1,500.00

**Grand Total: \$10,861.00**

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$10,861.00

**Total: \$10,861.00**

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.

### 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.

### 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.

### 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 show promoters/producers 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 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, SLD LLC must comply with request.**

### STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-095-21**

REVIEWED \_\_\_\_\_

DATE **November 17, 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

**December 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:

#### **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:

**\$10,861.00**

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.

**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			
<b>Event Name:</b>	The Original O.C. Swap Meet	<b>Contract No:</b>	R-095-21
<b>Contact Person:</b>	David Sesena	<b>Phone:</b>	(949) 302-0355
<b>Event Date:</b>	12/11/2021	<b>Hours:</b>	9:00 AM - 3:00 PM
<b>Admission Price:</b>	Free Admission		
<b>Vehicle Parking Fee:</b>	\$10.00 General Parking	<b>Projected Attendance:</b>	1,000

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	12/11/2021 06:00 AM - 09:00 AM	Move In	No Charge
Parking Lot D	12/11/2021 09:00 AM - 03:00 PM	Event	2,050.00
Parking Lot D	12/11/2021 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 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 7:00 PM Saturday - December 11, 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	TBD	TBD	EA	25.00	EA	TBD
Audio Mixer	TBD	TBD	EA	35.00	EA	TBD
Barricade (Metal)	Estimate 30	30.00	EA	15.00	EA	450.00
Cable Ramp	Estimate 17	17.00	EA	15.00	EA	255.00
Chair (Individual)	TBD	TBD	EA	2.50	EA	TBD
Dumpster	Estimate 11	11.00	EA	19.00	EA	209.00
Electrical Usage Rate	Estimate Only	1.00	EA	100.00	EVT	100.00
Electrical Splitter Box	Estimate 2	2.00	EA	55.00	EA	110.00
Forklift	Estimate 8 Hours	8.00	HR	75.00	HR	600.00
Handwashing Station	Estimate 1	1.00	EA	100.00	EA	100.00
Hang Tag - 1 Day	Estimate 100	100.00	EA	5.00	EA	500.00
Man Lift	TBD	TBD	HR	75.00	HR	TBD
Marquee Board	12/05/2021 - 12/11/2021	1.00	WK	Included		Included
Picnic Table (Rectangular & Round)	Estimate 2	2.00	EA	15.00	EA	30.00
Portable Electronic Message Board	12/11/2021	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
Umbrella w/Stand	Estimate 2	2.00	EA	15.00	EA	30.00
Wireless Internet Router	TBD	TBD	EA	75.00	EA	TBD
<b>Total:</b>						<b>2,834.00</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	Estimate 8 Hours	8.00	HR	25.00	HR	200.00
Electrician	Estimate 4 Hours	4.00	HR	62.50	HR	250.00
Plumber	Estimate 1 Hour	1.00	HR	62.50	HR	62.50

# EXHIBIT A

## Event Information

### Event Day

Grounds Attendant Lead	12/11/2021 06:00AM - 04:00PM	1.00	EA	30.00	HR	300.00
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### Event Sales & Services

Event Coordinator	12/11/2021 06:00AM - 04:00PM	1.00	EA	50.00	HR	500.00
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Parking Attendant	Estimate 8 Hours	8.00	HR	25.00	HR	200.00
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**Total: 4,477.00**

### Summary

Facility Rental Total	\$2,050.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$7,311.00
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**Grand Total: \$10,861.00**

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<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
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**Total: \$10,861.00**

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# EXHIBIT A

## Event Information

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### **EXHIBIT V**

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

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

### **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 show promoters/producers while on property during their event. It is of utmost importance that all operators adhere to direction provided by OCFEC staff.

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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, SLD LLC must comply with request.

### **STATE FIRE MARSHAL**

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

FORM F-31

AGREEMENT NO. **R-096-21**

REVIEWED \_\_\_\_\_

DATE **November 17, 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

**December 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:

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

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**\$10,861.00**

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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.

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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.
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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			
<b>Event Name:</b>	The Original O.C. Swap Meet	<b>Contract No:</b>	R-096-21
<b>Contact Person:</b>	David Sesena	<b>Phone:</b>	(949) 302-0355
<b>Event Date:</b>	12/18/2021	<b>Hours:</b>	9:00 AM - 3:00 PM
<b>Admission Price:</b>	Free Admission		
<b>Vehicle Parking Fee:</b>	\$10.00 General Parking	<b>Projected Attendance:</b>	1,000

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	12/18/2021 06:00 AM - 09:00 AM	Move In	No Charge
Parking Lot D	12/18/2021 09:00 AM - 03:00 PM	Event	2,050.00
Parking Lot D	12/18/2021 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 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 7:00 PM Saturday - December 18, 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	TBD	TBD	EA	25.00	EA	TBD
Audio Mixer	TBD	TBD	EA	35.00	EA	TBD
Barricade (Metal)	Estimate 30	30.00	EA	15.00	EA	450.00
Cable Ramp	Estimate 17	17.00	EA	15.00	EA	255.00
Chair (Individual)	TBD	TBD	EA	2.50	EA	TBD
Dumpster	Estimate 11	11.00	EA	19.00	EA	209.00
Electrical Usage Rate	Estimate Only	1.00	EA	100.00	EVT	100.00
Electrical Splitter Box	Estimate 2	2.00	EA	55.00	EA	110.00
Forklift	Estimate 8 Hours	8.00	HR	75.00	HR	600.00
Handwashing Station	Estimate 1	1.00	EA	100.00	EA	100.00
Hang Tag - 1 Day	Estimate 100	100.00	EA	5.00	EA	500.00
Man Lift	TBD	TBD	HR	75.00	HR	TBD
Marquee Board	12/12/2021 - 12/18/2021	1.00	WK	Included		Included
Picnic Table (Rectangular & Round)	Estimate 2	2.00	EA	15.00	EA	30.00
Portable Electronic Message Board	12/18/2021	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
Umbrella w/Stand	Estimate 2	2.00	EA	15.00	EA	30.00
Wireless Internet Router	TBD	TBD	EA	75.00	EA	TBD
<b>Total:</b>						<b>2,834.00</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	Estimate 8 Hours	8.00	HR	25.00	HR	200.00
Electrician	Estimate 4 Hours	4.00	HR	62.50	HR	250.00
Plumber	Estimate 1 Hour	1.00	HR	62.50	HR	62.50

# EXHIBIT A

## Event Information

### Event Day

Grounds Attendant Lead	12/18/2021 06:00AM - 04:00PM	1.00	EA	30.00	HR	300.00
Grounds Attendant	12/18/2021 06:00AM - 04:00PM	1.00	EA	25.00	HR	250.00
Janitorial Attendant	12/18/2021 06:00AM - 04:00PM	2.00	EA	25.00	HR	500.00
Electrician	TBD	TBD	EA	62.50	HR	TBD

### Clean Up

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 4 Hours	4.00	HR	62.50	HR	250.00
Plumber	Estimate 1 Hour	1.00	HR	62.50	HR	62.50

### Event Sales & Services

Event Coordinator	12/18/2021 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 Lead*	12/18/2021 08:00AM - 03:30PM	1.00	EA	30.00	HR	225.00
Security Attendant*	12/18/2021 08:00AM - 03:30PM	4.00	EA	25.00	HR	750.00

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

### Outside Services

Emergency Medical Services	12/18/2021 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: 4,477.00**

### Summary

Facility Rental Total	\$2,050.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$7,311.00
Refundable Deposit	\$1,500.00

**Grand Total: \$10,861.00**

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$10,861.00

**Total: \$10,861.00**

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.

### 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.

### **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.

### **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 show promoters/producers 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 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, SLD LLC must comply with request.**

### **STATE FIRE MARSHAL**

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

FORM F-31

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

AGREEMENT NO. **R-003-22**

DATE **November 3, 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 **Union of the Vietnamese Student Assoc Southern California** 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

**January 31 - February 7, 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:

#### **UVSA - Tet Festival**

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

**\$117,213.00**

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.

**Union of the Vietnamese Student Assoc**  
**Southern California**  
**P.O. Box 2069**  
**Westminster, CA 92648**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: **Nick Tang, Administrator**

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

# EXHIBIT A

Event Information			
<b>Event Name:</b>	UVSA - Tet Festival	<b>Contract No:</b>	R-003-22
<b>Contact Person:</b>	Nick Tang	<b>Phone:</b>	(909) 235-9095
<b>Event Date:</b>	02/05/2022 - 02/06/2022	<b>Hours:</b>	Saturday: 10:00 AM - 10:00 PM Sunday: 10:00 AM - 9:00 PM
<b>Admission Price:</b>	TBD		
<b>Vehicle Parking Fee:</b>	\$10.00 General Parking	<b>Projected Attendance:</b>	40,000

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Monday</b>			
Parking Lot I ( <i>Chalk Lot</i> )	01/31/2022 12:00 PM - 10:00 PM	Move In	No Charge
<b>Tuesday</b>			
Parking Lot I	02/01/2022 08:00 AM - 10:00 PM	Move In	1,050.00
<b>Wednesday</b>			
Parking Lot I	02/02/2022 08:00 AM - 10:00 PM	Move In	1,050.00
<b>Thursday</b>			
Parking Lot I	02/03/2022 08:00 AM - 10:00 PM	Move In	1,050.00
<b>Friday</b>			
Parking Lot I	02/04/2022 08:00 AM - 10:00 PM	Move In	1,050.00
<b>Saturday</b>			
Parking Lot I	02/05/2022 10:00 AM - 10:00 PM	Event	2,100.00
<b>Sunday</b>			
Parking Lot I	02/06/2022 10:00 AM - 09:00 PM	Event	2,100.00
<b>Monday</b>			
Parking Lot I	02/07/2022 07:00 AM - 11:59 AM	Move Out	No Charge

**Total: 8,400.00**

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

**Move out must be completed by 11:59 AM Monday - February 7, 2022 to avoid additional charges.**

Estimated Equipment and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
10 MB Internet - Hard Line	TBD	TBD	EA	150.00	EA/DAY	TBD
20 Amp Drop	Estimate 7	7.00	EA	25.00	EA	175.00
50 Amp Drop	Estimate 2	2.00	EA	70.00	EA	140.00
100 Amp Drop	Estimate 2	2.00	EA	180.00	EA	360.00
40 Yard Dumpster	Estimate 10	10.00	EA	216.00	EA	2,160.00
Audio Mixer	TBD	TBD	EA	35.00	EA	TBD
Barricade (Plastic)	TBD	TBD	EA	15.00	EA	TBD
Cable Ramp	Estimate 120	120.00	EA	15.00	EA	1,800.00
Cube Tower	TBD	TBD	EA	100.00	EA	TBD
Dumpster	TBD	TBD	EA	19.00	EA	TBD
Electrical Splitter Box	Estimate 86	86.00	EA	55.00	EA	4,730.00
Electrical Usage	Estimate Only	1.00	EA	3,100.00	EVT	3,100.00
Forklift	Estimate 32 Hours	32.00	HR	75.00	HR	2,400.00
Forklift (40 Yard Dumpster)	Estimate 32 Hours	32.00	HR	75.00	HR	2,400.00
Fuel Charge	TBD	TBD	EA	TBD	EA	TBD
Gaffers Tape	Estimate 8	8.00	EA	30.00	EA	240.00
Handwashing Station	Estimate 1	1.00	EA	100.00	EA	100.00
Hang Tag - 1 Day (Dignitary Parking)	TBD	TBD	EA	TBD	EA	TBD
Hang Tag - 2 Day	TBD	TBD	EA	TBD	EA	TBD
Man Lift	TBD	TBD	HR	75.00	HR	TBD
Marquee Board	01/09/2022 - 02/06/2022	4.00	WK	Included		Included

# EXHIBIT A

Event Information						
Picnic Table (Rectangular & Round)	Estimate 15	15.00	EA	15.00	EA	225.00
Portable Electronic Message Board	02/05/2022 - 02/06/2022	2.00	EA	75.00	EA/DAY	300.00
Public Address System (Per Area)	02/05/2022 - 02/06/2022	2.00	EA	75.00	EA/DAY	300.00
Stanchion	TBD	TBD	EA	5.00	EA	TBD
Straw Bale	Estimate 35	35.00	EA	12.00	EA	420.00
Sweeper (In-House)	Estimate 14 Hours	14.00	HR	75.00	HR	1,050.00
Ticket Booth (Double Window)	Estimate 4	4.00	EA	100.00	EA	400.00
Tonnage Weight (40 Yard Dumpster)	Estimate 33 Tons	33.00	TON	82.00	TON	2,706.00
Trussing Unit	Estimate 1	1.00	EA	100.00	EA	100.00
Water Truck (Includes Water)	Estimate 5 Hours	5.00	HR	80.00	HR	400.00
Wind Master (Small)	TBD	TBD	EA	15.00	EA	TBD
Wireless Internet Router	TBD	TBD	EA	75.00	EA	TBD

**Total: 23,506.00**

## Reimbursable Personnel and Services Fees

Description	Date-Time	Units	Rate	Actual
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### Creative Services

Creative Services	TBD	TBD HR	51.50 HR	TBD
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### Event Operations

#### Set Up

Grounds Attendant Lead	Estimate 16 Hours	16.00	HR	31.00	HR	496.00
Grounds Attendant	Estimate 40 Hours	40.00	HR	26.00	HR	1,040.00
Janitorial Attendant	Estimate 34 Hours	34.00	HR	26.00	HR	884.00
Electrician	Estimate 54 Hours	54.00	HR	65.00	HR	3,510.00
Plumber	Estimate 10 Hours	10.00	HR	65.00	HR	650.00

#### Event Day

Grounds Attendant Lead	02/05/2022 08:00AM - 12:00AM	1.00	EA	31.00	HR	496.00
Grounds Attendant	02/05/2022 08:00AM - 12:00AM	6.00	EA	26.00	HR	2,496.00
Janitorial Attendant Lead	02/05/2022 08:00AM - 12:00AM	1.00	EA	31.00	HR	496.00
Janitorial Attendant	02/05/2022 08:00AM - 12:00AM	15.00	EA	26.00	HR	6,240.00
Janitorial Attendant - (Park Plaza Restrooms)	02/05/2022 12:00PM - 12:00AM	1.00	EA	26.00	HR	312.00
Electrician	02/05/2022 08:00AM - 12:00AM	1.00	EA	65.00	HR	1,040.00
Plumber	02/05/2022 08:00AM - 12:00AM	1.00	EA	65.00	HR	1,040.00
Grounds Attendant Lead	02/06/2022 08:00AM - 11:00PM	1.00	EA	31.00	HR	465.00
Grounds Attendant	02/06/2022 08:00AM - 11:00PM	6.00	EA	26.00	HR	2,340.00
Janitorial Attendant Lead	02/06/2022 08:00AM - 11:00PM	1.00	EA	30.00	HR	450.00
Janitorial Attendant	02/06/2022 08:00AM - 11:00PM	15.00	EA	26.00	HR	5,850.00
Janitorial Attendant - (Park Plaza Restrooms)	02/06/2022 12:00PM - 11:00PM	1.00	EA	26.00	HR	286.00
Electrician	02/06/2022 08:00AM - 11:00PM	1.00	EA	65.00	HR	975.00
Plumber	02/06/2022 08:00AM - 11:00PM	1.00	EA	65.00	HR	975.00

#### Clean Up

Grounds Attendant Lead	Estimate 16 Hours	16.00	HR	31.00	HR	496.00
Grounds Attendant	Estimate 40 Hours	40.00	HR	26.00	HR	1,040.00
Janitorial Attendant	Estimate 32 Hours	32.00	HR	26.00	HR	832.00
Electrician	Estimate 45 Hours	45.00	HR	65.00	HR	2,925.00
Plumber	Estimate 9 Hours	9.00	HR	65.00	HR	585.00

### Event Sales & Services

Event Coordinator	02/05/2022 09:00AM - 11:00PM	1.00	EA	51.50	HR	721.00
Event Coordinator	02/06/2022 09:00AM - 10:00PM	1.00	EA	51.50	HR	669.50

# EXHIBIT A

## Event Information

### Parking

Parking Attendant Lead	Estimate 24 Hours	24.00	HR	31.00	HR	744.00
Parking Attendant	Estimate 48 Hours	48.00	HR	26.00	HR	1,248.00

### Safety & Security

Security Attendant - Overnight	01/31/2022 05:00PM - 08:00AM	1.00	EA	26.00	HR	390.00
Security Attendant - Overnight	02/01/2022 05:00PM - 08:00AM	1.00	EA	26.00	HR	390.00
Security Attendant - Overnight	02/02/2022 05:00PM - 08:00AM	1.00	EA	26.00	HR	390.00
Security Attendant - Overnight	02/03/2022 05:00PM - 08:00AM	1.00	EA	26.00	HR	390.00
Security Attendant - Overnight	02/04/2022 10:00PM - 08:00AM	2.00	EA	26.00	HR	520.00
Security Attendant Lead	02/05/2022 09:00AM - 10:30PM	1.00	EA	31.00	HR	418.50
Security Attendant	02/05/2022 09:00AM - 10:30PM	12.00	EA	26.00	HR	4,212.00
Security Attendant - Overnight	02/05/2022 10:00PM - 10:30AM	4.00	EA	26.00	HR	1,300.00
Security Attendant Lead	02/06/2022 09:00AM - 10:30PM	1.00	EA	31.00	HR	418.50
Security Attendant	02/06/2022 09:00AM - 09:30PM	12.00	EA	26.00	HR	3,900.00
Security Attendant - Overnight	02/06/2022 08:00PM - 09:30AM	4.00	EA	26.00	HR	1,404.00

### Technology

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

Costa Mesa Police Department	TBD	TBD	EA	TBD	EVT	TBD
Emergency Medical Services	See Additional Verbiage Below	TBD	EA	TBD	HR	TBD
Orange County Sheriff Services	Estimate Only	1.00	EA	8,000.00	EVT	8,000.00
Ride Inspector	Estimate Only	1.00	EA	8,000.00	EVT	8,000.00
Sound Engineer	02/05/2022 - 02/06/2022	1.00	EA	800.00	EA/DAY	1,600.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	7.50	HR	263.00	HR	1,972.50
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	2,600.00	EVT	2,600.00

**Total: 75,307.00**

### Summary

Facility Rental Total	\$8,400.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$98,813.00
Refundable Deposit	\$10,000.00

**Grand Total: \$117,213.00**

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment - (25% of Facility Fee)	Upon Signing	\$2,100.00
Second Payment	12/06/2021	\$57,556.50
Third Payment	01/05/2022	\$57,556.50
<b>Total:</b>		<b>\$117,213.00</b>

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

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

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

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



# EXHIBIT A

## Event Information

### **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.

### **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.

### **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.

### **EMERGENCY MEDICAL SERVICES**

Union of the Vietnamese Student Association (UVSA) of Southern California will contract directly with an Emergency Medical Services (EMS)/First Aid company. OCFEC approval is contingent upon UVSA providing professional/medical malpractice coverage and certification that EMS company is in good standing with the State of California. Minimum coverage must be one million dollars (\$1,000,000) per occurrence. EMS Workers' Compensation insurance coverage certificate must be provided. EMS/First Aid personnel must be on site one (1) hour prior to the event starting and until one (1) hour after the event session concludes.

### **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.

### **FOOD & BEVERAGE VENDOR FEE**

Union of the Vietnamese Student Association (UVSA) of Southern California agrees to pay \$250.00 per food vendor/per day (including carnival food vendors), to Spectra by no later than **Thursday – January 27, 2022**. A complete food & beverage vendor list must be provided to Spectra with submittal of associated fees.

### **FUTURE TERMS**

Terms and agreements for future UVSA - Tet Festival events are subject to change.

### **HEALTH DEPARTMENT**

Union of the Vietnamese Student Association (UVSA) of Southern California has agreed to be the Health Department coordinator for all vendors at the 2022 UVSA - Tet Festival 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

### **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 show promoters/producers 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 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, Union of the Vietnamese Student Association (UVSA) of Southern California must comply with request.**

### **STATE FIRE MARSHAL**

Event footprint capacity will be determined by State Fire Marshal. Union of the Vietnamese Student Association (UVSA) of Southern California must comply with all California State Fire Codes. If State Fire Marshal requires changes to event layout, Union of the Vietnamese Student Association (UVSA) of Southern California 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.



R\_\_\_\_\_

A\_\_\_\_\_

**AMENDMENT TO HORSE FEED STORAGE LOCATION  
(NOVEMBER - DECEMBER 2021)**

DATE: November 20, 2021

RENTAL AGREEMENT: R-024-21

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>
Monday - Sunday Parking Lot G	11/01/2021 - 12/31/2021	Event	1,200.00
		<b>Total:</b>	<b>1,200.00</b>

**Payment Schedule**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	<i>Upon Signing</i>	\$1,200.00
	<b>Payment Total:</b>	<b>\$1,200.00</b>

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

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

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

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



FORM F-31

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

AGREEMENT NO. **R-001-22 REVISED**

DATE **November 24, 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 **For Inspiration and Recognition of Science and Technology, FIRST** 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

**March 9 - 13, 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:

#### **2022 Orange County Regional**

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

**\$58,662.13**

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. Both parties hereby agree to indemnify and save harmless the other party, 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.

**For Inspiration and Recognition of  
Science and Technology, FIRST  
200 Bedford Street  
Manchester, NH 03101**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Erica Newton-Fessia, Vice President of  
Global Operations**

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

# EXHIBIT A

## Event Information

<b>Event Name:</b>	2022 Orange County Regional	<b>Contract No:</b>	R-001-22 REVISED
<b>Contact Person:</b>	Kevin Kowalczyk	<b>Phone:</b>	(720) 236-5558
<b>Event Date:</b>	03/10/2022 - 03/12/2022	<b>Hours:</b>	Thursday: 7:45 AM - 8:00 PM Friday: 8:00 AM - 6:30 PM Saturday: 8:00 AM - 6:00 PM

<b>Vehicle Parking Fee:</b>	\$10.00 General Parking	<b>Projected Attendance:</b>	2,000 Each Day
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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>			
Anaheim Building (#16)	03/09/2022 08:00 AM - 10:00 PM	Move In	1,250.00
Baja Blues Restaurant	03/09/2022 08:00 AM - 10:00 PM	Move In	500.00
The Hangar	03/09/2022 08:00 AM - 10:00 PM	Move In	1,900.00
<b>Thursday</b>			
Anaheim Building (#16)	03/10/2022 07:45 AM - 08:00 PM	Event	2,500.00
Baja Blues Restaurant	03/10/2022 07:45 AM - 08:00 PM	Event	1,000.00
The Hangar	03/10/2022 07:45 AM - 08:00 PM	Event	3,800.00
<b>Friday</b>			
Anaheim Building (#16)	03/11/2022 08:00 AM - 06:30 PM	Event	2,500.00
Baja Blues Restaurant	03/11/2022 08:00 AM - 06:30 PM	Event	1,000.00
The Hangar	03/11/2022 08:00 AM - 06:30 PM	Event	3,800.00
<b>Saturday</b>			
Anaheim Building (#16)	03/12/2022 08:00 AM - 06:00 PM	Event	2,500.00
Baja Blues Restaurant	03/12/2022 08:00 AM - 06:00 PM	Event	1,000.00
The Hangar	03/12/2022 08:00 AM - 06:00 PM	Event	3,800.00
<b>Sunday</b>			
Anaheim Building (#16)	03/13/2022 06:00 AM - 11:59 AM	Move Out	No Charge
Baja Blues Restaurant	03/13/2022 06:00 AM - 11:59 AM	Move Out	No Charge
The Hangar	03/13/2022 06:00 AM - 11:59 AM	Move Out	No Charge

**Total: 25,550.00**

Hosting of this event in the above specified spaces, Anaheim Building, Baja Blues Restaurant and 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 - March 13, 2022 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	TBD	TBD EA	150.00 EA/DAY	TBD
25 MB Internet - Hard Line	03/10/2022 - 03/12/2022	1.00 EA	250.00 EA/DAY	750.00
50 Amp Drop	Estimate 1	1.00 EA	70.00 EA	70.00
100 Amp Drop	Estimate 2	2.00 EA	180.00 EA	360.00
200 Amp Drop	Estimate 1	1.00 EA	360.00 EA	360.00
Barricade (Metal)	TBD	TBD EA	15.00 EA	TBD
Chair (Individual)	TBD	TBD EA	2.50 EA	TBD
Dumpster	Estimate 25	25.00 EA	19.00 EA	475.00
Electrical Splitter Box	Estimate 4	4.00 EA	55.00 EA	220.00
Electrical Usage	Estimate Only	1.00 EA	1,950.00 EVT	1,950.00
Forklift	Estimate 10 Hours	10.00 HR	75.00 HR	750.00
Picnic Table (Rectangular & Round)	Estimate 25	25.00 EA	15.00 EA	375.00

# EXHIBIT A

Event Information						
Portable Electronic Message Board	03/10/2022 - 03/12/2022	2.00	EA	75.00	EA/DAY	450.00
Public Address System (Per Building)	TBD	TBD	EA	75.00	EA/DAY	TBD
Scissor Lift	Estimate 2 Hours	2.00	HR	75.00	HR	150.00
Stanchion	TBD	TBD	EA	5.00	EA	TBD
Sweeper (In-House)	Estimate 5 Hours	5.00	HR	75.00	HR	375.00
Wireless Internet Router	Estimate 1	1.00	EA	75.00	EA	75.00
Total:						6,360.00

Reimbursable Personnel and Services Fees						
Description	Date-Time	Units		Rate		Actual
<u>Event Operations</u>						
<b>Set Up</b>						
Grounds Attendant Lead	Estimate 4 Hours	4.00	HR	30.00	HR	120.00
Grounds Attendant	Estimate 8 Hours	8.00	HR	26.00	HR	208.00
Janitorial Attendant	Estimate 16 Hours	16.00	HR	26.00	HR	416.00
Electrician	Estimate 10 Hours	10.00	HR	65.00	HR	650.00
<b>Event Day</b>						
Grounds Attendant Lead	03/10/2022 06:45AM - 09:00PM	1.00	EA	30.00	HR	427.50
Grounds Attendant	03/10/2022 06:45AM - 09:00PM	3.00	EA	26.00	HR	1,111.50
Janitorial Attendant	03/10/2022 06:45AM - 09:00PM	6.00	EA	26.00	HR	2,223.00
Grounds Attendant Lead	03/11/2022 07:00AM - 07:30PM	1.00	EA	30.00	HR	375.00
Grounds Attendant	03/11/2022 07:00AM - 07:30PM	3.00	EA	26.00	HR	975.00
Janitorial Attendant	03/11/2022 07:00AM - 07:30PM	6.00	EA	26.00	HR	1,950.00
Grounds Attendant Lead	03/12/2022 07:00AM - 07:00PM	1.00	EA	30.00	HR	360.00
Grounds Attendant	03/12/2022 07:00AM - 07:00PM	3.00	EA	26.00	HR	936.00
Janitorial Attendant	03/12/2022 07:00AM - 07:00PM	6.00	EA	26.00	HR	1,872.00
<b>Clean Up</b>						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	30.00	HR	240.00
Grounds Attendant	Estimate 16 Hours	16.00	HR	26.00	HR	416.00
Janitorial Attendant	Estimate 16 Hours	16.00	HR	26.00	HR	416.00
Electrician	Estimate 7 Hours	7.00	HR	65.00	HR	455.00
<u>Event Sales &amp; Services</u>						
Event Coordinator	03/10/2022 06:45AM - 09:00PM	1.00	EA	51.50	HR	733.88
Event Coordinator	03/11/2022 07:00AM - 07:30PM	1.00	EA	51.50	HR	643.75
Event Coordinator	03/12/2022 07:00AM - 07:00PM	1.00	EA	51.50	HR	618.00
<b>Parking</b>						
Parking Attendant Lead	Estimate 8 Hours	8.00	HR	30.00	HR	240.00
Parking Attendant	Estimate 16 Hours	16.00	HR	26.00	HR	416.00
<u>Safety &amp; Security</u>						
Security Attendant - Overnight	03/09/2022 10:00PM - 06:00AM	1.00	EA	26.00	HR	208.00
Security Attendant	03/10/2022 06:45AM - 08:30PM	5.00	EA	26.00	HR	1,787.50
Security Attendant - Overnight	03/10/2022 08:30PM - 06:00AM	1.00	EA	26.00	HR	247.00
Security Attendant	03/11/2022 07:00AM - 07:00PM	7.00	EA	26.00	HR	2,184.00
Security Attendant - Overnight	03/11/2022 07:00PM - 06:00AM	1.00	EA	26.00	HR	286.00
Security Attendant	03/12/2022 07:00AM - 06:30PM	7.00	EA	26.00	HR	2,093.00

# EXHIBIT A

## Event Information

### Technology

Technology Attendant	Estimate 2 Hours	2.00	HR	51.50	HR	103.00
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### Outside Services

Emergency Medical Services	03/09/2022 05:00PM - 09:00PM	2.00	EA	27.00	HR	216.00
Emergency Medical Services	03/10/2022 07:15AM - 08:30PM	2.00	EA	27.00	HR	715.50
Emergency Medical Services	03/11/2022 07:30AM - 07:00PM	2.00	EA	27.00	HR	621.00
Emergency Medical Services	03/12/2022 07:30AM - 06:30PM	2.00	EA	27.00	HR	594.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50

**Total: 25,252.13**

### Summary

Facility Rental Total	\$25,550.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$31,612.13
Refundable Deposit	\$1,500.00

**Grand Total: \$58,662.13**

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment - (25% of Facility Fee)	Upon Signing	\$6,387.50
Second Payment	12/09/2021	\$17,425.00
Third Payment	01/10/2022	\$17,425.00
Fourth Payment	02/09/2022	\$17,424.63
<b>Total:</b>		<b>\$58,662.13</b>

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

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

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

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

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### BANNERS

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

### CANNABIS EVENTS

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



# 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.

### **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>

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