

OC FAIR & EVENT CENTER
PLATINUM RENTAL AGREEMENTS FOR BOARD APPROVAL
APRIL 2022

1 of 1

CONTRACT #	CONTRACTOR	DESCRIPTION	LOCATION	TERM	SPACE SIZE	AMOUNT
22701	All About Dips LLC	All Natural gourmet dips and dessert mixes	Carnival of Products	7/1/22-8/19/22	10' x 8' / 10' x 8'	\$11,775.00
22705	Global Fair Play dba WonderPax ClickHeat, Inc.	The Wonder Pax reusable heat packs	Carnival of Products; Festival of Products; Parade of Products	7/1/22-8/19/22	16'x10 20'x10' 10'x15'	\$51,050.00
22706	Coastal Hot Springs, Inc. dba Coastal Spa & Patio	Hot Tubs: Strong Spas, Coast Spas, Hot Springs/Watkins Manufacture	Fair Square; Fair Square; Country Lane	7/1/22-8/19/22	50' x 30' 30'x40' 30'x20'	\$90,800.00
22710	Dish One Satellite, LLC	DISH Network Wireless and Republic Wireless Service; DISH Video Service, Smart Home Products and Services,DISH Outdoors	Carnival of Products; Parade of Products	7/1/22-8/19/22	20' x 8' / 10'x15'	\$31,050.00
22715	Global Frequency Technology LLC	Global Frequency Technology Pain Patch; Patent Pending Frequency Imprinted Jewelry, Socks; Frequency Based Laser for Pain Relief	Festival of Products	7/1/22-8/19/22	20' x 10'	\$20,050.00
22717	JCSOC, Inc. dba Jacuzzi Hot Tubs and Outdoor Living	Jacuzzi: Hot Tubs, Swim Spas and Saunas	Fair Square	7/1/22-8/19/22	40' x 20' 20' x 12' 40' x 20'	\$46,800.00
22718	Kaleo Marketing, Inc.	Vacation Clubs Lead Generating Only	Carnival of Products, Parade of Products, Family Fair Way	7/1/22-8/19/22	10'x8' 10'x15' 20'x10' 20'x10'	\$43,050.00
22719	LeafFilter North, LLC	LeafFilter Gutter Protection System	Festival of Products	7/1/22-8/19/22	10'x10'	\$10,025.00
22720	Lumaro, Inc. dba Kitchen and Bath Transformations	Quartz Overlay for Kitchens and Bath, Custom Backsplash, Cabinet Refacing, Kitchen and Bath Fixtures	Carnival of Products	7/1/22-8/19/22	10' x 8' / 10'x8'	\$11,775.00
22723	Renewal by Andersen of Orange County	Andersen Windows, Andersen Doors - Lead Generating Only	Festival of Products	7/1/22-8/19/22	20' x 10'	\$20,050.00
22727	Thien Dinh Tran	Bamboo Pillows and Sheets	Carnival of Products	7/1/22-8/19/22	16' x 10'	\$16,050.00
22709	U.S. Jaclean, Inc.	Daiwa Massage Chairs	Parade of Products	7/1/22-8/19/22	10' x 15'	\$15,050.00
22728	Vector Marketing Corporation dba Cutco Cutlery	Household Cutlery, Culinary Tools, BBQ tools/Garden tools (FP Only), Cookware, Flatware, Scissors, Sporting Knives; Kitchen Floor Mats	Festival of Products; Carnival of Products	7/1/22-8/19/22	20' x 10' / 16'x10'	\$36,050.00

REVIEWED _____
APPROVED _____

AGREEMENT NO. 22701
DATE February 17, 2022

PLATINUM RENTAL AGREEMENT

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

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **CP #306, #307** depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **7/1/2022 and ends on 8/19/2022 by 12:00 noon. MONDAYS & TUESDAYS DARK DURING FAIR.**
2. Renter shall guarantee the payment of any damage to Association property, removal of all Renter property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair.
5. The purpose of occupancy shall be limited to (see attached *Products and Services*), and shall be for no other purpose whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Carnival of Products	10' x 8'	Platinum Corner	\$8,000.00
Carnival of Products	10' x 8'	Commercial Inline	\$3,725.00
Vendor Application Fee			\$ 50.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/25/2022	\$5,887.50
Final Payment	5/25/2022	\$5,887.50
*Payments postmarked after the due date will be subject to a late fee of \$100		Total: \$11,775.00

7. **Signed Rental Agreement, First Payment and Certificate of Insurance are due on or before April 25, 2022.**
8. Association shall have the right to monitor any and all sales activity as well as gain access to the Premises.
9. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants, 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 damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
10. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright or other intellectual property rights of any third party.
11. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter any licenses or permits issued to Renter or its employees.

12. It is mutually agreed that this Agreement or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
13. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, hereto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties.
14. The Rules and Regulations attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply unless amended under Section 16 of this Agreement.
15. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interests of Association.
16. Renter shall abide by the additional terms and conditions indicated in the following Exhibits attached to this Agreement and incorporated by these references:

• Products and Services	Exhibit A
• Deal Points	Exhibit AA
• California Fair Services Authority Insurance Requirements	Exhibit B
• Standard Contract Terms and Conditions	Exhibit C
• Map of Fairgrounds Depicting Premises	Exhibit D
• Assembly Bill 1499	Exhibit F
• Organic Waste Reduction	Exhibit G
• COVID-19 Infection Mitigation Protocol & Procedures Guidelines	Exhibit V
17. **Force Majeure:** If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.
18. **Special Provision:** By signing this Agreement, Renter agrees to abide by the Commercial Space and Concessions Program Handbook, which has been provided to Renter, and is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.
19. This agreement is not binding upon Association until it has been signed by its authorized representative and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

Debbie Hendrix
All About Dips LLC
12005 East 61st Terrace
Kansas City, MO 64133
Phone (816) 686-6386
Email hendrixdebbie@hotmail.com

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

Signature

Signature

Title

Title

Date

Date

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
3. All temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises.
4. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
5. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others. Renter will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the carnival area.
6. Renter will post in a conspicuous manner at the front entrance to the concessions or exhibit, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
7. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions and exhibits must be clean, all coverings removed, and the concessions and exhibits ready for business each day at least one hour before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
8. All sound-producing devices used by Renter within or outside Premises must be of such a nature and must be so operated as not to cause annoyance or inconvenience to patrons or to other Concessionaires or Exhibitors. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission from Association.
9. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
10. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
11. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
12. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the Premises and owned or rented by Renter must be removed from the Premises by Renter, at Renter's own expense, no later than the date specified by Association. It is understood in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
13. No Renter will be permitted to sell or dispose of, anywhere on the Fairgrounds, alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.

14. All safety orders of the Division of Industrial Safety, Department of Industrial Relations must be strictly observed.
15. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of the-terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such term and condition.
16. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performances of the terms of this Agreement.
17. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
18. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment of property taxes levied on such interest.
19. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times.
20. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
21. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
22. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
23. Hazardous Agreements: All Agreements must be sent to California Fair Services Authority (CDSA) for review and verification of insurance requirements.
24. **By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**
25. **During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**
26. **Hosting of this event in the above specified indoor or outdoor space is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the rental are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.**

Exhibit A

PRODUCTS AND OR SERVICES

All About Dips LLC

Location/Space: Carnival of Products #306, #307

Agreement No: **22701**

Date: February 17, 2022

All Natural Gourmet Dips
Dessert Mixes



EXHIBIT AA - DEAL POINTS

AGREEMENT NO. 22701

Renter:

All About Dips LLC

Seller's Permit Number: N/A

Taxpayer ID Number: 497789198

12005 East 61st Terrace

Kansas City, MO 64133

(816) 686-6386

Debbie Hendrix, Owner

Space Description/Designation:

Carnival of Products – CP #307 (10'x 8') – See Exhibit D for map location

Space Fee:

\$8,000

Term: July 1, 2022 – August 19, 2022 by 12:00 PM Noon

Renter agrees that space(s) shall be used only for the purpose as follows:

All Natural Gourmet Dips and Dessert Mixes

Renter Agrees:

1. To be a Platinum Partner from July 15, 2022 – August 14, 2022 at the 2022 annual OC Fair.
2. To provide payment in the sum of EIGHT THOUSAND DOLLARS (\$8,000.00) as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule is as outlined on the Rental Agreement. Payment in full must be received no later than May 25, 2022.
3. To gain pre-approval from the District for use of 2022 OC Fair marks and logos, and that all display elements, materials and concepts provided by Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter logo as outlined herein for inclusion in advertising and signage no later than 5:00 PM on May 23, 2022.
5. That staff members shall comply with all requirements as follows:
 - a. No staff member will promote All About Dips LLC outside of designated space(s).
 - i. To only sell the following services/products at the location(s) indicated below.
 1. All Natural Gourmet Dips and Dessert Mixes (product/service); CP #307 (location)
 - b. Each individual assigned a Working Vendor Badge is responsible for obtaining his or her credential from the badging office during scheduled operating hours.
 - c. All working staff accessing the 2022 OC Fair by Working Vendor Badge or Courtesy Credentials are required to submit proper paperwork, including Megan's Law Screening(s) to Tandem by June 17, 2022. Credentials to be obtained prior to the start of the 2022 OC Fair.

- d. Booth space(s) must be fully staffed by uniformed representatives by 10:30 AM and open to the public from 11:00 AM to at least 10:00 PM on each Wednesday and Thursday of the 2022 OC Fair dates, and open to the public from 11:00 AM to at least 11:00 PM on each Friday, Saturday and Sunday of the 2022 OC Fair dates.
- 6. To the understanding that mobile tours and other exhibitors may be located in close proximity to contractually designated space(s).
- 7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes and any other parameters as set forth by District staff prior to and during the term of this agreement.
- 8. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities, and to ensure display at all times within the parameters set forth by these organizations.
- 9. To provide Certificate of Insurance, fire safety training information, applicable certifications and permits, and to comply with all such requests as made by the District prior to, during and following the 2022 OC Fair.

District (OC Fair) Agrees:

- 1. To provide 80 square feet of space located in Carnival of Products (CP #307).
- 2. To provide ten (10) 2022 OC Fair Working Vendor Badges per booth for working staff (10 total photo credentials).
- 3. To provide forty-six (46) 2022 OC Fair Working Credentials per booth for working staff (46 total working credentials).
- 4. To provide ten (10) 2022 OC Fair ("offsite") Parking Hang Tags per booth for working staff (10 total hang tags).
- 5. To provide one (1) 2022 OC Fair Vendor Lot Parking Hang Tag.
- 6. To provide one hundred (100) 2022 OC Fair General Admission Tickets (To be used for business development purposes).
- 7. To provide twenty (20) tickets to the Pacific Amphitheatre concerts (Terrace Level), a maximum of ten (10) performances (pre-order deadlines and availability restrictions apply).
- 8. To provide one (1) 36" round, branded floor decal to display in front of booth(s) CP #307; decal to be designed, produced and installed by the District staff – logo to be provided by Renter.
- 9. To provide one (1) 4'x2' branded sign to display over booth(s) CP #307; signage to be designed, produced and installed by the District staff – logo to be provided by Renter.
- 10. To provide access to one (1) complimentary Wi-Fi connection or DSL line for staff use at booth(s) CP #307.
- 11. To provide link to Renter website on applicable section of the 2022 OC Fair website. Website or public contact info, vendor description and logo must be received no later than June 6, 2022 for inclusion.
- 12. To provide general Platinum Partner Program banner ad in two (2) applicable OC Fair eBlast email(s) sent to more than 500,000 subscribers with a link to a detailed Platinum Partners list on the 2022 OC Fair website.
- 13. To provide recognition on Platinum Partner slide(s) shown on the outdoor screens at The Hangar building during the 2022 OC Fair. Content must be received by Monday, June 6, 2022 for inclusion.

All About Dips LLC
12005 East 61st Terrace
Kansas City, MO 64133

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

Debbie Hendrix, Owner

Joan Hamill, Chief Business Development Officer

REVIEWED _____
APPROVED _____

AGREEMENT NO. 22705
DATE March 21, 2022

PLATINUM RENTAL AGREEMENT

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

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **CP #615, #715; FP #416, #516; POP #36** depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **7/1/2022** and ends on **8/19/2022** by 12:00 noon.
MONDAYS & TUESDAYS DARK DURING FAIR.
2. Renter shall guarantee the payment of any damage to Association property, removal of all Renter property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair.
5. The purpose of occupancy shall be limited to (see attached *Products and Services*), and shall be for no other purpose whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Carnival of Products	16' x 10'	Platinum Corner	\$16,000.00
Festival of Products	20' x 10'	Platinum Corner	\$20,000.00
Parade of Products	10' x 15'	Platinum Corner	\$15,000.00
Vendor Application Fee			\$ 50.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/25/2022	\$25,525.00
Final Payment	5/25/2022	\$25,525.00
*Payments postmarked after the due date will be subject to a late fee of \$100		Total: \$51,050.00

7. **Signed Rental Agreement and Certificate of Insurance are due on or before April 25, 2022.**
8. Association shall have the right to monitor any and all sales activity as well as gain access to the Premises.
9. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants, 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 damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
10. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright or other intellectual property rights of any third party.
11. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter any licenses or permits issued to Renter or its employees.

12. It is mutually agreed that this Agreement or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
13. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, hereto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties.
14. The Rules and Regulations attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply unless amended under Section 17 of this Agreement.
15. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interests of Association.
16. Renter shall abide by the additional terms and conditions indicated in the following Exhibits attached to this Agreement and incorporated by these references:

• Products and Services	Exhibit A
• Deal Points	Exhibit AA
• California Fair Services Authority Insurance Requirements	Exhibit B
• Standard Contract Terms and Conditions	Exhibit C
• Map of Fairgrounds Depicting Premises	Exhibit D
• Assembly Bill 1499	Exhibit F
• COVID-19 Infection Mitigation Protocol & Procedures Guidelines	Exhibit V
17. **Force Majeure:** If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.
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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.

Hila Gadot
Global Fair Play dba WonderPax
P.O. Box 55061
Norfolk, VA 23505
Phone (757) 646-1073
Email marketing@clickheat.us

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

Signature

Signature

Title

General Manager and CEO

Title

Date

Date

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
3. All temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises.
4. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
5. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others. Renter will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the carnival area.
6. Renter will post in a conspicuous manner at the front entrance to the concessions or exhibit, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
7. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions and exhibits must be clean, all coverings removed, and the concessions and exhibits ready for business each day at least one hour before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
8. All sound-producing devices used by Renter within or outside Premises must be of such a nature and must be so operated as not to cause annoyance or inconvenience to patrons or to other Concessionaires or Exhibitors. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission from Association.
9. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
10. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
11. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
12. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the Premises and owned or rented by Renter must be removed from the Premises by Renter, at Renter's own expense, no later than the date specified by Association. It is understood in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
13. No Renter will be permitted to sell or dispose of, anywhere on the Fairgrounds, alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.

14. All safety orders of the Division of Industrial Safety, Department of Industrial Relations must be strictly observed.
15. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of the-terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such term and condition.
16. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performances of the terms of this Agreement.
17. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
18. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment of property taxes levied on such interest.
19. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times.
20. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
21. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
22. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
23. Hazardous Agreements: All Agreements must be sent to California Fair Services Authority (CDSA) for review and verification of insurance requirements.
24. **By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**
25. **During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**
26. **Hosting of this event in the above specified indoor or outdoor space is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the rental are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.**

Exhibit A

PRODUCTS AND OR SERVICES

Global Fair Play dba WonderPax

Location/Space: Carnival of Products #615, #715;
Festival of Products #416, #516;
Parade of Products #36

Agreement No: **22705**

Date: March 21, 2022

The WonderPax



EXHIBIT AA - DEAL POINTS

AGREEMENT NO. 22705

Renter:

Global Fair Play dba WonderPax

Seller's Permit Number: 102-761038

Taxpayer ID Number: 32-0462883

P.O. Box 55061

Norfolk, VA 23505

(757) 646-1073

Hila Gadot, Vice President, Marketing

Space Description/Designation:

Carnival of Products – CP #615, #715 (16' x 10') – See Exhibit D for map location

Festival of Products – FP #416, #516 (20' x 10') – See Exhibit D for map location

Parade of Products – POP #36 (10' x 15') – See Exhibit D for map location

Space Fee:

\$51,000

Term: July 1, 2022 – August 19, 2022 by 12:00 PM Noon

Renter agrees that space(s) shall be used only for the purpose as follows:

The WonderPax

Renter Agrees:

1. To be a Platinum Partner from July 15, 2022 – August 14, 2022 at the 2022 annual OC Fair.
2. To provide payment in the sum of FIFTY-ONE THOUSAND DOLLARS (\$51,000.00) as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule is as outlined on the Rental Agreement. Payment in full must be received no later than May 25, 2022.
3. To gain pre-approval from the District for use of 2022 OC Fair marks and logos, and that all display elements, materials and concepts provided by Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter logo as outlined herein for inclusion in advertising and signage no later than 5:00 PM on May 23, 2022.
5. That staff members shall comply with all requirements as follows:
 - a. No staff member will promote Global Fair Play dba WonderPax outside of designated space(s).
 - i. To only sell the following services/products at the location(s) indicated below.
 1. The WonderPax (product/service); CP #615, #715; FP #416, #516; POP #36 (location)
 - b. Each individual assigned a Working Vendor Badge is responsible for obtaining his or her credential from the badging office during scheduled operating hours.

- c. All working staff accessing the 2022 OC Fair by Working Vendor Badge or Courtesy Credentials are required to submit proper paperwork, including Megan's Law Screening(s) to Tandem by June 17, 2022. Credentials to be obtained prior to the start of the 2022 OC Fair.
- d. Booth space(s) must be fully staffed by uniformed representatives by 10:30 AM and open to the public from 11:00 AM to at least 10:00 PM on each Wednesday and Thursday of the 2022 OC Fair dates, and open to the public from 11:00 AM to at least 11:00 PM on each Friday, Saturday and Sunday of the 2022 OC Fair dates.
- 6. To the understanding that mobile tours and other exhibitors may be located in close proximity to contractually designated space(s).
- 7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes and any other parameters as set forth by District staff prior to and during the term of this agreement.
- 8. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities, and to ensure display at all times within the parameters set forth by these organizations.
- 9. To provide Certificate of Insurance, fire safety training information, applicable certifications and permits, and to comply with all such requests as made by the District prior to, during and following the 2022 OC Fair.

District (OC Fair) Agrees:

- 1. To provide:
 - a. 160 square feet of space located in Carnival of Products (CP #615, #715).
 - b. 200 square feet of space located in Festival of Products (FP #416, #516).
 - c. 150 square feet of space located in Parade of Products (POP #36)
- 2. To provide ten (10) 2022 OC Fair Working Vendor Badges per booth for working staff (30 total photo credentials).
- 3. To provide forty-six (46) 2022 OC Fair Working Credentials per booth for working staff (138 total working credentials).
- 4. To provide ten (10) 2022 OC Fair ("offsite") Parking Hang Tags per booth for working staff (30 total hang tags).
- 5. To provide one (1) 2022 OC Fair Vendor Lot Parking Hang Tag.
- 6. To provide one hundred (100) 2022 OC Fair General Admission Tickets (To be used for business development purposes).
- 7. To provide twenty (20) tickets to the Pacific Amphitheatre concerts (Terrace Level), a maximum of ten (10) performances (pre-order deadlines and availability restrictions apply).
- 8. To provide one (1) 36" round, branded floor decal to display in front of booth(s) CP #615, #715; FP #416, #516; POP #36; decal to be designed, produced and installed by District staff – logo to be provided by Renter.
- 9. To provide one (1) 4'x2' branded sign to display over booth(s) CP #615, #715; FP #416, #516; POP #36; signage to be designed, produced and installed by District staff – logo to be provided by Renter.
- 10. To provide access to one (1) complimentary Wi-Fi connection or DSL line for staff use at booth(s) CP #615, #715; FP #416, #516; POP #36.
- 11. To provide link to Renter website on applicable section of the 2022 OC Fair website. Website or public contact info, vendor description and logo must be received no later than June 6, 2022 for inclusion.
- 12. To provide general Platinum Partner Program banner ad in two (2) applicable OC Fair eBlast email(s) sent to more than 500,000 subscribers with a link to a detailed Platinum Partners list on the 2022 OC Fair website.
- 13. To provide recognition on Platinum Partner slide(s) shown on the outdoor screens at The Hangar building during the 2022 OC Fair. Content must be received by Monday, June 6, 2022 for inclusion.

Global Fair Play dba WonderPax
 P.O. Box 55061
 Norfolk, VA 23505

32nd District Agricultural Association
 88 Fair Drive
 Costa Mesa, CA 92626

Hila Gadot, Vice President, Marketing

Michele A. Richards, General Manager and CEO

REVIEWED _____
APPROVED _____

AGREEMENT NO. 22706
DATE April 14, 2022
Revised April 13, 2022

PLATINUM RENTAL AGREEMENT

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

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **FS #5; FS #16; CL #2** depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **7/1/2022 and ends on 8/19/2022 by 12:00 noon. MONDAYS & TUESDAYS DARK DURING FAIR.**
2. Renter shall guarantee the payment of any damage to Association property, removal of all Renter property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair.
5. The purpose of occupancy shall be limited to (see attached *Products and Services*), and shall be for no other purpose whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Fair Square	50' x 30'	Platinum Space	\$41,250.00
Fair Square	30' x 40'	Platinum Space	\$33,000.00
Country Lane	30' x 20'	Platinum Space	\$16,500.00
Vendor Application Fee			\$ 50.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/25/2022	\$45,400.00
Final Payment	5/25/2022	\$45,400.00
*Payments postmarked after the due date will be subject to a late fee of \$100		Total: \$90,800.00

7. **Signed Rental Agreement and Certificate of Insurance are due on or before April 25, 2022.**
8. Association shall have the right to monitor any and all sales activity as well as gain access to the Premises.
9. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants, 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 damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
10. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright or other intellectual property rights of any third party.
11. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter any licenses or permits issued to Renter or its employees.

12. It is mutually agreed that this Agreement or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
13. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, hereto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties.
14. The Rules and Regulations attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply unless amended under Section 17 of this Agreement.
15. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interests of Association.
16. Renter shall abide by the additional terms and conditions indicated in the following Exhibits attached to this Agreement and incorporated by these references:

• Products and Services	Exhibit A
• Deal Points	Exhibit AA
• California Fair Services Authority Insurance Requirements	Exhibit B
• Standard Contract Terms and Conditions	Exhibit C
• Map of Fairgrounds Depicting Premises	Exhibit D
• Assembly Bill 1499	Exhibit F
• COVID-19 Infection Mitigation Protocol & Procedures Guidelines	Exhibit V
17. **Force Majeure:** If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.
18. **Special Provision: By signing this Agreement, Renter agrees to abide by the Commercial Space and Concessions Program Handbook, which has been provided to Renter, and is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.**
19. This agreement is not binding upon Association until it has been signed by its authorized representative and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

William Allan
Coastal Hot Springs, Inc. dba Coastal Spa & Patio
735 W. Orangethorpe Avenue
Placentia, CA 92870
Phone (714) 693-3404
Email bill@coastal-spas.com

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

Signature

Signature

Title

General Manager and CEO

Title

Date

Date

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
3. All temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises.
4. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
5. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others. Renter will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the carnival area.
6. Renter will post in a conspicuous manner at the front entrance to the concessions or exhibit, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
7. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions and exhibits must be clean, all coverings removed, and the concessions and exhibits ready for business each day at least one hour before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
8. All sound-producing devices used by Renter within or outside Premises must be of such a nature and must be so operated as not to cause annoyance or inconvenience to patrons or to other Concessionaires or Exhibitors. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission from Association.
9. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
10. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
11. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
12. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the Premises and owned or rented by Renter must be removed from the Premises by Renter, at Renter's own expense, no later than the date specified by Association. It is understood in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
13. No Renter will be permitted to sell or dispose of, anywhere on the Fairgrounds, alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.

14. All safety orders of the Division of Industrial Safety, Department of Industrial Relations must be strictly observed.
15. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of the-terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such term and condition.
16. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performances of the terms of this Agreement.
17. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
18. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment of property taxes levied on such interest.
19. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times.
20. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
21. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
22. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
23. Hazardous Agreements: All Agreements must be sent to California Fair Services Authority (CDSA) for review and verification of insurance requirements.
24. **By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**
25. **During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**
26. **Hosting of this event in the above specified indoor or outdoor space is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the rental are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.**

Exhibit A

PRODUCTS AND OR SERVICES

Coastal Hot Springs, Inc. dba Coastal Spa & Patio

Location/Space: Fair Square #5; Fair Square #16; Country Lane #2

Agreement No: **22706**

Date: April 14, 2022

Revised April 13, 2022

Hot Tubs:

Strong Spas

Coast Spas®

Hot Springs®/Watkins Manufacture



EXHIBIT AA - DEAL POINTS

AGREEMENT NO. 22706

Revised April 13, 2022

Renter:

Coastal Hot Springs, Inc. dba Coastal Spa & Patio

Seller's Permit Number: 097-291365

Taxpayer ID Number: 6045148111

735 W. Orangethorpe Avenue

Placentia, CA, 92870

(714) 639-3404

William Allan, Owner

Space Description/Designation:

Fair Square – FS #5 (50' x 30') – See Exhibit D for map location

Fair Square – FS #16 (30' X 40') - See Exhibit D for map location

Country Lane - CL #2 (30' x 20') - See Exhibit D for map location

Space Fee:

\$90,750.00

Term: July 1, 2022 – August 19, 2022 by 12:00 PM Noon

Renter agrees that space(s) shall be used only for the purpose as follows:

Hot Tubs: Strong Spas, Coast Spas®, Hot Springs®/ Watkins Manufacture

Renter Agrees:

1. To be a Platinum Partner from July 15, 2022 – August 14, 2022 at the 2022 annual OC Fair.
2. To provide payment in the sum of NINETY THOUSAND, SEVEN HUNDRED FIFTY DOLLARS (\$90,750.00) as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule is as outlined on the Rental Agreement. Payment in full must be received no later than May 25, 2022.
3. To gain pre-approval from the District for use of 2022 OC Fair marks and logos, and that all display elements, materials and concepts provided by Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter logo as outlined herein for inclusion in advertising and signage no later than 5:00 PM on May 23, 2022.
5. That staff members shall comply with all requirements as follows:
 - a. No staff member will promote Coastal Hot Springs, Inc. dba Coastal Spa & Patio outside of designated space(s).
 - i. To only sell the following services/products at the location(s) indicated below.
 1. Hot Tubs: Strong Spas, Coast Spas®, Hot Springs®/ Watkins Manufacture (product/service); FS #5; FS #16; CL #2 (location)
 - b. Each individual assigned a Working Vendor Badge is responsible for obtaining his or her credential from the badging office during scheduled operating hours.

- c. All working staff accessing the 2022 OC Fair by Working Vendor Badge or Courtesy Credentials are required to submit proper paperwork, including Megan's Law Screening(s) to Tandem by June 17, 2022. Credentials to be obtained prior to the start of the 2022 OC Fair.
- d. Booth space(s) must be fully staffed by uniformed representatives by 10:30 AM and open to the public from 11:00 AM to at least 10:00 PM on each Wednesday and Thursday of the 2022 OC Fair dates, and open to the public from 11:00 AM to at least 11:00 PM on each Friday, Saturday and Sunday of the 2022 OC Fair dates.
- 6. To the understanding that mobile tours and other exhibitors may be located in close proximity to contractually designated space(s).
- 7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes and any other parameters as set forth by District staff prior to and during the term of this agreement.
- 8. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities, and to ensure display at all times within the parameters set forth by these organizations.
- 9. To provide Certificate of Insurance, fire safety training information, applicable certifications and permits, and to comply with all such requests as made by the District prior to, during and following the 2022 OC Fair.

District (OC Fair) Agrees:

- 1. To provide:
 - a. 1,500 square feet of space located in Fair Square (FS #5).
 - b. 1,200 square feet of space located in Fair Square (FS #16).
 - c. 600 square feet of space located on Country Lane (CL #2).
- 2. To provide:
 - a. One (1) 50' x 30' square foot canopy for the space located in Fair Square (FS #5).
 - b. One (1) 30' x 40' square foot canopy for the space located in Fair Square (FS #16).
 - c. One (1) 30' x 20' square foot canopy for the space located on Country Lane (CL #2).
- 3. To provide ten (10) 2022 OC Fair Working Vendor Badges per booth for working staff (30 total photo credentials).
- 4. To provide forty-six (46) 2022 OC Fair Working Credentials per booth for working staff (138 total working credentials).
- 5. To provide ten (10) 2022 OC Fair ('offsite') Parking Hang Tags per booth for working staff (30 total hang tags).
- 6. To provide one (1) 2022 OC Fair Vendor Lot Parking Hang Tag.
- 7. To provide one hundred (100) 2022 OC Fair General Admission Tickets (To be used for business development purposes).
- 8. To provide twenty (20) tickets to the Pacific Amphitheatre concerts (Terrace Level), a maximum of ten (10) performances (pre-order deadlines and availability restrictions apply).
- 9. To provide link to Renter website on applicable section of the 2022 OC Fair website. Website or public contact info, vendor description and logo must be received no later than June 6, 2022 for inclusion.
- 10. To provide general Platinum Partner Program banner ad in two (2) applicable OC Fair eBlast email(s) sent to more than 500,000 subscribers with a link to a detailed Platinum Partners list on the 2022 OC Fair website.
- 11. To provide recognition on Platinum Partner slide(s) shown on the outdoor screens at The Hangar building during the 2022 OC Fair. Content must be received by Monday, June 6, 2022 for inclusion.

Coastal Hot Springs, Inc. dba Coastal Spa & Patio
 735 W. Orangethorpe Avenue
 Placentia, CA, 92870

32nd District Agricultural Association
 88 Fair Drive
 Costa Mesa, CA 92626

William Allan, Owner

Michele Richards, General Manager and CEO

REVIEWED _____
APPROVED _____

AGREEMENT NO. 22710
DATE February 18, 2022

PLATINUM RENTAL AGREEMENT

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

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **CP #301, #302; POP #45** depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **7/1/2022 and ends on 8/19/2022 by 12:00 noon. MONDAYS & TUESDAYS DARK DURING FAIR.**
2. Renter shall guarantee the payment of any damage to Association property, removal of all Renter property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair.
5. The purpose of occupancy shall be limited to (see attached *Products and Services*), and shall be for no other purpose whatsoever.

Description	Size	Space Type	Amount
Carnival of Products	20' x 8'	Platinum Corner	\$16,000.00
Parade of Products	10' x 15'	Platinum Corner	\$15,000.00
Vendor Application Fee			\$ 50.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:

Payment Schedule	Due Date	Amount
First Payment	4/25/2022	\$15,525.00
Final Payment	5/25/2022	\$15,525.00
*Payments postmarked after the due date will be subject to a late fee of \$100		Total: \$31,050.00

7. **Signed Rental Agreement, First Payment and Certificate of Insurance is due on or before April 25, 2022.**
8. Association shall have the right to monitor any and all sales activity as well as gain access to the Premises.
9. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants, 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 damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
10. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright or other intellectual property rights of any third party.
11. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter any licenses or permits issued to Renter or its employees.

12. It is mutually agreed that this Agreement or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
13. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, hereto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties.
14. The Rules and Regulations attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply unless amended under Section 17 of this Agreement.
15. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interests of Association.
16. Renter shall abide by the additional terms and conditions indicated in the following Exhibits attached to this Agreement and incorporated by these references:

• Products and Services	Exhibit A
• Deal Points	Exhibit AA
• California Fair Services Authority Insurance Requirements	Exhibit B
• Standard Contract Terms and Conditions	Exhibit C
• Map of Fairgrounds Depicting Premises	Exhibit D
• Assembly Bill 1499	Exhibit F
• COVID-19 Infection Mitigation Protocol & Procedures Guidelines	Exhibit V
17. **Force Majeure:** If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.
18. **Special Provision:** By signing this Agreement, Renter agrees to abide by the Commercial Space and Concessions Program Handbook, which has been provided to Renter, and is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.
19. This agreement is not binding upon Association until it has been signed by its authorized representative and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

Amir Ahmed
Dish One Satellite, LLC
9601 S. Meridian Boulevard
Englewood, CO 80112
Phone (720) 514-5755
Email ashlee.gutzke@dish.com

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

Signature

Signature

Title

Chief Business Development Officer
Title

Date

Date

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
3. All temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises.
4. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
5. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others. Renter will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the carnival area.
6. Renter will post in a conspicuous manner at the front entrance to the concessions or exhibit, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
7. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions and exhibits must be clean, all coverings removed, and the concessions and exhibits ready for business each day at least one hour before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
8. All sound-producing devices used by Renter within or outside Premises must be of such a nature and must be so operated as not to cause annoyance or inconvenience to patrons or to other Concessionaires or Exhibitors. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission from Association.
9. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
10. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
11. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
12. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the Premises and owned or rented by Renter must be removed from the Premises by Renter, at Renter's own expense, no later than the date specified by Association. It is understood in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
13. No Renter will be permitted to sell or dispose of, anywhere on the Fairgrounds, alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.

14. All safety orders of the Division of Industrial Safety, Department of Industrial Relations must be strictly observed.
15. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of the-terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such term and condition.
16. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performances of the terms of this Agreement.
17. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
18. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment of property taxes levied on such interest.
19. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times.
20. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
21. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
22. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
23. Hazardous Agreements: All Agreements must be sent to California Fair Services Authority (CDSA) for review and verification of insurance requirements.
24. **By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**
25. **During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**
26. **Hosting of this event in the above specified indoor or outdoor space is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the rental are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.**

Exhibit A

PRODUCTS AND OR SERVICES

Dish One Satellite, LLC

Location/Space: Carnival of Products; #301, #302;
Parade of Products #45

Agreement No: **22710**

Date: February 18, 2022

DISH® and Republic Wireless Service

- Pre-Pay and Post-Pay Wireless Service
- SIM Cards

No Cell Phone Sales

DISH® Video Service

Google Nest Smart Home Products and Services

DISH® Outdoors



EXHIBIT AA - DEAL POINTS

AGREEMENT NO. 22710

Renter:

Dish One Satellite, LLC
Seller's Permit Number: 219-875712
Taxpayer ID Number: 20-1019267
9601 S. Meridian Boulevard
Englewood, CO 80112
(720) 514-5755
Amir Ahmed, Senior VP, Sales

Space Description/Designation:

Carnival of Products – CP #301, #302 (20'x 8') See Exhibit D for map location
Parade of Products- POP #45 (10'x 15') See Exhibit D for map location

Space Fee:

\$31,000

Term: July 1, 2022 – August 19, 2022 by 12:00 PM Noon

Renter agrees that space(s) shall be used only for the purpose as follows:

DISH® Wireless and Republic Wireless Service - Pre-Pay and Post-Pay Service, SIM Cards; DISH® Video Service; Google Nest Smart Home Products and Services; DISH® Outdoors; **No Cell Phone Sales**

Renter Agrees:

1. To be a Platinum Partner from July 15, 2022 – August 14, 2022 at the 2022 annual OC Fair.
2. To provide payment in the sum of THIRTY-ONE THOUSAND DOLLARS (\$31,000.00) as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule is as outlined on the Rental Agreement. Payment in full must be received no later than May 25, 2022.
3. To gain pre-approval from the District for use of 2022 OC Fair marks and logos, and that all display elements, materials and concepts provided by Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter logo as outlined herein for inclusion in advertising and signage no later than 5:00 PM on May 23, 2022.
5. That staff members shall comply with all requirements as follows:
 - a. No staff member will promote Dish One Satellite, LLC outside of designated space(s).
 - i. To only sell the following services/products at the location(s) indicated below.
 1. DISH® Wireless and Republic Wireless Service - Pre-Pay and Post-Pay Service, SIM Cards; DISH® Video Service; Google Nest Smart Home Products and Services; DISH® Outdoors; **No Cell Phone Sales** (product/service); CP #301, #302; POP #45 (location)
 - b. Each individual assigned a Working Vendor Badge is responsible for obtaining his or her credential from the badging office during scheduled operating hours.

- c. All working staff accessing the 2022 OC Fair by Working Vendor Badge or Courtesy Credentials are required to submit proper paperwork, including Megan's Law Screening(s) to Tandem by June 17, 2022. Credentials to be obtained prior to the start of the 2022 OC Fair.
- d. Booth space(s) must be fully staffed by uniformed representatives by 10:30 AM and open to the public from 11:00 AM to at least 10:00 PM on each Wednesday and Thursday of the 2022 OC Fair dates, and open to the public from 11:00 AM to at least 11:00 PM on each Friday, Saturday and Sunday of the 2022 OC Fair dates.
- 6. To the understanding that mobile tours and other exhibitors may be located in close proximity to contractually designated space(s).
- 7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes and any other parameters as set forth by District staff prior to and during the term of this agreement.
- 8. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities, and to ensure display at all times within the parameters set forth by these organizations.
- 9. To provide Certificate of Insurance, fire safety training information, applicable certifications and permits, and to comply with all such requests as made by the District prior to, during and following the 2022 OC Fair.

District (OC Fair) Agrees:

- 1. To provide:
 - a. 160 square feet of space located in Carnival of Products (CP #301, #302).
 - b. 150 square feet of space located in Parade of Products (POP #45).
- 2. To provide ten (10) 2022 OC Fair Working Vendor Badges per booth for working staff (20 total photo credentials).
- 3. To provide forty- six (46) 2022 OC Fair Working Credentials per booth for working staff (92 total working credentials).
- 4. To provide ten (10) 2022 OC Fair ("offsite") Parking Hang Tags per booth for working staff (20 total hang tags).
- 5. To provide one (1) 2022 OC Fair Vendor Lot Parking Hang Tag.
- 6. To provide one hundred (100) 2022 OC Fair General Admission Tickets (for business development).
- 7. To provide twenty (20) tickets to the Pacific Amphitheatre concerts (Terrace Level), a maximum of ten (10) performances (pre-order deadlines and availability restrictions apply).
- 8. To provide one (1) 36" round, branded floor decal to display in front of booth(s) CP #301, #302; POP #45; decal to be designed, produced and installed by the District staff – logo to be provided by Renter.
- 9. To provide one (1) 4'x2' branded sign to display over booth(s) CP #301, #302; POP #45; signage to be designed, produced and installed by the District staff – logo to be provided by Renter.
- 10. To provide access to one (1) complimentary Wi-Fi connection or DSL line for staff use at booth(s) CP #301, #302; POP #45.
- 11. To provide link to Renter website on applicable section of the 2022 OC Fair website. Website or public contact info, vendor description and logo must be received no later than June 6, 2022 for inclusion.
- 12. To provide general Platinum Partner Program banner ad in two (2) applicable OC Fair eBlast email(s) sent to more than 500,000 subscribers with a link to a detailed Platinum Partners list on the 2022 OC Fair website.
- 13. To provide recognition on Platinum Partner slide(s) shown on the outdoor screens at The Hangar building during the 2022 OC Fair. Content must be received by Monday, June 6, 2022 for inclusion.

Dish One Satellite, LLC
9601 S. Meridian Boulevard
Englewood, CO 80112

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

REVIEWED _____
APPROVED _____

AGREEMENT NO. 22715
DATE February 9, 2022

PLATINUM RENTAL AGREEMENT

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

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **FP #207, #307** depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **7/1/2022 and ends on 8/19/2022 by 12:00 noon. MONDAYS & TUESDAYS DARK DURING FAIR.**
2. Renter shall guarantee the payment of any damage to Association property, removal of all Renter property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair.
5. The purpose of occupancy shall be limited to (see attached *Products and Services*), and shall be for no other purpose whatsoever.

Description	Size	Space Type	Amount
Festival of Products	20' x 10'	Platinum Corner	\$20,000.00
Vendor Application Fee			\$ 50.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:

Payment Schedule	Due Date	Amount
First Payment	4/25/2022	\$10,025.00
Final Payment	5/25/2022	\$10,025.00
*Payments postmarked after the due date will be subject to a late fee of \$100		Total: \$20,050.00

7. **Signed Rental Agreement, First Payment and Certificate of Insurance are due on or before April 25, 2022.**
8. Association shall have the right to monitor any and all sales activity as well as gain access to the Premises.
9. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants, 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 damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
10. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright or other intellectual property rights of any third party.
11. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter any licenses or permits issued to Renter or its employees.

12. It is mutually agreed that this Agreement or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
13. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, hereto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties.
14. The Rules and Regulations attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply unless amended under Section 16 of this Agreement.
15. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interests of Association.
16. Renter shall abide by the additional terms and conditions indicated in the following Exhibits attached to this Agreement and incorporated by these references:

• Products and Services	Exhibit A
• Deal Points	Exhibit AA
• California Fair Services Authority Insurance Requirements	Exhibit B
• Standard Contract Terms and Conditions	Exhibit C
• Map of Fairgrounds Depicting Premises	Exhibit D
• Assembly Bill 1499	Exhibit F
• COVID-19 Infection Mitigation Protocol & Procedures Guidelines	Exhibit V
17. **Force Majeure:** If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.
18. **Special Provision:** By signing this Agreement, Renter agrees to abide by the Commercial Space and Concessions Program Handbook, which has been provided to Renter, and is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.
19. This agreement is not binding upon Association until it has been signed by its authorized representative and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

Gary Reeves
Global Frequency Technology LLC
16514 N. 163rd Drive
Surprise, AZ 85388
Phone (480) 307-5550
Email gkr377@gmail.com

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

Signature

Signature

Title

Chief Business Development Officer
Title

Date

Date

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
3. All temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises.
4. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
5. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others. Renter will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the carnival area.
6. Renter will post in a conspicuous manner at the front entrance to the concessions or exhibit, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
7. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions and exhibits must be clean, all coverings removed, and the concessions and exhibits ready for business each day at least one hour before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
8. All sound-producing devices used by Renter within or outside Premises must be of such a nature and must be so operated as not to cause annoyance or inconvenience to patrons or to other Concessionaires or Exhibitors. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission from Association.
9. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
10. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
11. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
12. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the Premises and owned or rented by Renter must be removed from the Premises by Renter, at Renter's own expense, no later than the date specified by Association. It is understood in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
13. No Renter will be permitted to sell or dispose of, anywhere on the Fairgrounds, alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.

14. All safety orders of the Division of Industrial Safety, Department of Industrial Relations must be strictly observed.
15. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of the-terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such term and condition.
16. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performances of the terms of this Agreement.
17. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
18. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment of property taxes levied on such interest.
19. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times.
20. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
21. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
22. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
23. Hazardous Agreements: All Agreements must be sent to California Fair Services Authority (CDSA) for review and verification of insurance requirements.
24. **By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**
25. **During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**
26. **Hosting of this event in the above specified indoor or outdoor space is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the rental are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.**

Exhibit A

PRODUCTS AND OR SERVICES

Global Frequency Technology LLC

Location/Space: Festival of Products #207, #307

Agreement No: **22715**

Date: February 9, 2022

Patent Pending Frequency Imprinted Jewelry and Socks

Frequency-Based Laser for Pain Relief

Pain Patch



EXHIBIT AA - DEAL POINTS

AGREEMENT NO. 22715

Renter:

Global Frequency Technology LLC

Seller's Permit Number: 219-798848

Taxpayer ID Number: Available Upon Request

16514 N. 163rd Drive

Surprise, AZ 85388

(480) 307-5550

Gary Reeves, Owner

Space Description/Designation:

Festival of Products – FP #207, #307 (20' x 10') – See Exhibit D for map location

Space Fee:

\$20,000

Term: July 1, 2022 – August 19, 2022 by 12:00 PM Noon

Renter agrees that space(s) shall be used only for the purpose as follows:

Patent Pending Frequency Imprinted Jewelry and Socks; Frequency-Based Laser for Pain Relief; Pain Patch

Renter Agrees:

1. To be a Platinum Partner from July 15, 2022 – August 14, 2022 at the 2022 annual OC Fair.
2. To provide payment in the sum of TWENTY THOUSAND DOLLARS (\$20,000.00) as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule is as outlined on the Rental Agreement. Payment in full must be received no later than May 25, 2022.
3. To gain pre-approval from the District for use of 2022 OC Fair marks and logos, and that all display elements, materials and concepts provided by Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter logo as outlined herein for inclusion in advertising and signage no later than 5:00 PM on May 23, 2022.
5. That staff members shall comply with all requirements as follows:
 - a. No staff member will promote Global Frequency Technology LLC outside of designated space(s).
 - i. To only sell the following services/products at the location(s) indicated below.
 1. Patent Pending Frequency Imprinted Jewelry and Socks; Frequency-Based Laser for Pain Relief; Pain Patch (product/service); FP #207, #307 (location)
 - b. Each individual assigned a Working Vendor Badge is responsible for obtaining his or her credential from the badging office during scheduled operating hours.

- c. All working staff accessing the 2022 OC Fair by Working Vendor Badge or Courtesy Credentials are required to submit proper paperwork, including Megan's Law Screening(s) to Tandem by June 17, 2022. Credentials to be obtained prior to the start of the 2022 OC Fair.
- d. Booth space(s) must be fully staffed by uniformed representatives by 10:30 AM and open to the public from 11:00 AM to at least 10:00 PM on each Wednesday and Thursday of the 2022 OC Fair dates, and open to the public from 11:00 AM to at least 11:00 PM on each Friday, Saturday and Sunday of the 2022 OC Fair dates.
- 6. To the understanding that mobile tours and other exhibitors may be located in close proximity to contractually designated space(s).
- 7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes and any other parameters as set forth by District staff prior to and during the term of this agreement.
- 8. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities, and to ensure display at all times within the parameters set forth by these organizations.
- 9. To provide Certificate of Insurance, fire safety training information, applicable certifications and permits, and to comply with all such requests as made by the District prior to, during and following the 2022 OC Fair.

District (OC Fair) Agrees:

- 1. To provide 200 square feet of space located in Festival of Products (FP #207, #307).
- 2. To provide ten (10) 2022 OC Fair Working Vendor Badges per booth for working staff (10 total photo credentials).
- 3. To provide forty-six (46) 2022 OC Fair Working Credentials per booth for working staff (46 total working credentials).
- 4. To provide ten (10) 2022 OC Fair ("offsite") Parking Hang Tags per booth for working staff (10 total hang tags).
- 5. To provide one (1) 2022 OC Fair Vendor Lot Parking Hang Tag.
- 6. To provide one hundred (100) 2022 OC Fair General Admission Tickets (for business development).
- 7. To provide twenty (20) tickets to the Pacific Amphitheatre concerts (Terrace Level), a maximum of ten (10) performances (pre-order deadlines and availability restrictions apply).
- 8. To provide one (1) 36" round, branded floor decal to display in front of booth(s) FP #207, #307 decal to be designed, produced and installed by the District staff – logo to be provided by Renter.
- 9. To provide one (1) 4'x2' branded sign to display over booth(s) FP #207, #307; signage to be designed, produced and installed by the District staff – logo to be provided by Renter.
- 10. To provide access to one (1) complimentary Wi-Fi connection or DSL line for staff use at booth(s) FP #207, #307.
- 11. To provide link to Renter website on applicable section of the 2022 OC Fair website. Website or public contact info, vendor description and logo must be received no later than June 6, 2022 for inclusion.
- 12. To provide general Platinum Partner Program banner ad in two (2) applicable OC Fair eBlast email(s) sent to more than 500,000 subscribers with a link to a detailed Platinum Partners list on the 2022 OC Fair website.
- 13. To provide recognition on Platinum Partner slide(s) shown on the outdoor screens at The Hangar building during the 2022 OC Fair. Content must be received by Monday, June 6, 2022 for inclusion.

Global Frequency Technology LLC
16514 N. 163rd Drive
Surprise, AZ 85388

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

Gary Reeves, Owner

Joan Hamill, Chief Business Development Officer

REVIEWED _____
APPROVED _____

AGREEMENT NO. 22717
DATE March 1, 2022
Revised February 24, 2022

PLATINUM RENTAL AGREEMENT

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

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **FS #1, FS #1A, FS #2** depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **7/1/2022 and ends on 8/19/2022 by 12:00 noon. MONDAYS & TUESDAYS DARK DURING FAIR.**
2. Renter shall guarantee the payment of any damage to Association property, removal of all Renter property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair.
5. The purpose of occupancy shall be limited to (see attached *Products and Services*), and shall be for no other purpose whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Fair Square	40' x 20'	Platinum Space	\$22,000.00
Fair Square	25' x 12'	Platinum Space	\$ 8,250.00
Fair Square	30' x 20'	Platinum Space	\$16,500.00
Vendor Application Fee			\$ 50.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/25/2022	\$23,400.00
Final Payment	5/25/2022	\$23,400.00
*Payments postmarked after the due date will be subject to a late fee of \$100		Total: \$46,800.00

7. **Signed Rental Agreement and Certificate of Insurance are due on or before April 25, 2022.**
8. Association shall have the right to monitor any and all sales activity as well as gain access to the Premises.
9. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants, 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 damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
10. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright or other intellectual property rights of any third party.
11. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter any licenses or permits issued to Renter or its employees.

12. It is mutually agreed that this Agreement or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
13. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, hereto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties.
14. The Rules and Regulations attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply unless amended under Section 17 of this Agreement.
15. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interests of Association.
16. Renter shall abide by the additional terms and conditions indicated in the following Exhibits attached to this Agreement and incorporated by these references:

• Products and Services	Exhibit A
• Deal Points	Exhibit AA
• California Fair Services Authority Insurance Requirements	Exhibit B
• Standard Contract Terms and Conditions	Exhibit C
• Map of Fairgrounds Depicting Premises	Exhibit D
• Assembly Bill 1499	Exhibit F
• COVID-19 Infection Mitigation Protocol & Procedures Guidelines	Exhibit V
17. **Force Majeure:** If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.
18. **Special Provision:** By signing this Agreement, Renter agrees to abide by the Commercial Space and Concessions Program Handbook, which has been provided to Renter, and is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.
19. This agreement is not binding upon Association until it has been signed by its authorized representative and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

Ryan Sessler
JCSOC, Inc. dba Jacuzzi Hot Tubs and Outdoor Living
25552 El Paseo
Mission Viejo, CA 92691
Phone (760) 310-9058
Email ryan.sessler@jacuzzi.com

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

Signature

Signature

Title

Chief Business Development Officer
Title

Date

Date

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
3. All temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises.
4. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
5. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others. Renter will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the carnival area.
6. Renter will post in a conspicuous manner at the front entrance to the concessions or exhibit, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
7. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions and exhibits must be clean, all coverings removed, and the concessions and exhibits ready for business each day at least one hour before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
8. All sound-producing devices used by Renter within or outside Premises must be of such a nature and must be so operated as not to cause annoyance or inconvenience to patrons or to other Concessionaires or Exhibitors. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission from Association.
9. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
10. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
11. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
12. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the Premises and owned or rented by Renter must be removed from the Premises by Renter, at Renter's own expense, no later than the date specified by Association. It is understood in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
13. No Renter will be permitted to sell or dispose of, anywhere on the Fairgrounds, alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.

14. All safety orders of the Division of Industrial Safety, Department of Industrial Relations must be strictly observed.
15. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of the-terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such term and condition.
16. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performances of the terms of this Agreement.
17. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
18. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment of property taxes levied on such interest.
19. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times.
20. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
21. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
22. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
23. Hazardous Agreements: All Agreements must be sent to California Fair Services Authority (CDSA) for review and verification of insurance requirements.
24. **By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**
25. **During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**
26. **Hosting of this event in the above specified indoor or outdoor space is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the rental are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.**

Exhibit A

PRODUCTS AND OR SERVICES

JCSOC, Inc. dba Jacuzzi Hot Tubs and Outdoor Living

Location/Space: Fair Square #1, Fair Square #1A, Fair Square #2

Agreement No: **22717**

Date: March 1, 2022

Revised February 24, 2022

Sundance® Spas
Jacuzzi® Swim Spas
Jacuzzi® Hot Tubs
Jacuzzi® Saunas
HydroPool Swim Spas®



EXHIBIT AA - DEAL POINTS

AGREEMENT NO. 22717

Revised February 24, 2022

Renter:

JCSOC, Inc. dba Jacuzzi Hot Tubs and Outdoor Living

Seller's Permit Number: 103-150568

Taxpayer ID Number: 82-2428910

25552 El Paseo

Mission Viejo, CA 92691

(760)-310-9058

Ryan Sessler, Senior Vice President of Sales

Space Description/Designation:

Fair Square – FS #1 (40'x 20') – See Exhibit D for map location

Fair Square – FS #1A (25'x 12') – See Exhibit D for map location

Fair Square – FS #2 (30'x 20') – See Exhibit D for map location

Space Fee:

\$46,750

Term: July 1, 2022 – August 19, 2022 by 12:00 PM Noon

Renter agrees that space(s) shall be used only for the purpose as follows:

Sundance® Spas, Jacuzzi® Swim Spas, Jacuzzi® Hot Tubs, Jacuzzi® Saunas, Hydropool Swim Spas®

Renter Agrees:

1. To be a Platinum Partner from July 15, 2022 – August 14, 2022 at the 2022 annual OC Fair.
2. To provide payment in the sum of FORTY-SIX THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$46,750.00) as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule is as outlined on the Rental Agreement. Payment in full must be received no later than May 25, 2022.
3. To gain pre-approval from the District for use of 2022 OC Fair marks and logos, and that all display elements, materials and concepts provided by Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter logo as outlined herein for inclusion in advertising and signage no later than 5:00 PM on May 23, 2022.
5. That staff members shall comply with all requirements as follows:
 - a. No staff member will promote JCSOC, Inc. dba Jacuzzi Hot Tubs and Outdoor Living outside of designated space(s).
 - i. To only sell the following services/products at the location(s) indicated below.
 1. Sundance® Spas, Jacuzzi® Swim Spas, Jacuzzi® Hot Tubs, Jacuzzi® Saunas, Hydropool Swim Spas® (product/service); FS #1; FS #1A; FS #2 (location)
 - b. Each individual assigned a Working Vendor Badge is responsible for obtaining his or her credential from the badging office during scheduled operating hours.

- c. All working staff accessing the 2022 OC Fair by Working Vendor Badge or Courtesy Credentials are required to submit proper paperwork, including Megan's Law Screening(s) to Tandem by June 17, 2022. Credentials to be obtained prior to the start of the 2022 OC Fair.
- d. Booth space(s) must be fully staffed by uniformed representatives by 10:30 AM and open to the public from 11:00 AM to at least 10:00 PM on each Wednesday and Thursday of the 2022 OC Fair dates, and open to the public from 11:00 AM to at least 11:00 PM on each Friday, Saturday and Sunday of the 2022 OC Fair dates.
- 6. To the understanding that mobile tours and other exhibitors may be located in close proximity to contractually designated space(s).
- 7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes and any other parameters as set forth by District staff prior to and during the term of this agreement.
- 8. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities, and to ensure display at all times within the parameters set forth by these organizations.
- 9. To provide Certificate of Insurance, fire safety training information, applicable certifications and permits, and to comply with all such requests as made by the District prior to, during and following the 2022 OC Fair.

District (OC Fair) Agrees:

- 1. To provide 1,700 square feet of space located in Fair Square (FS #1; FS #1A; FS #2).
- 2. To provide:
 - a. One (1) 40'x 20', one (1) 25'x 10' and one (1) 30'x 20' or equivalent square foot canopies for the space(s) located in Fair Square (FS #1; FS #1A; FS #2).
- 3. To provide ten (10) 2022 OC Fair Working Vendor Badges per booth for working staff (10 total photo credentials).
- 4. To provide forty-six (46) 2022 OC Fair Working Credentials per booth for working staff (46 total working credentials).
- 5. To provide ten (10) 2022 OC Fair ("offsite") Parking Hang Tags per booth for working staff (10 total hang tags).
- 6. To provide one (1) 2022 OC Fair Vendor Lot Parking Hang Tag.
- 7. To provide one hundred (100) 2022 OC Fair General Admission Tickets (to be used for business development purposes).
- 8. To provide twenty (20) tickets to the Pacific Amphitheatre concerts (Terrace Level), a maximum of ten (10) performances (pre-order deadlines and availability restrictions apply).
- 9. To provide link to Renter website on applicable section of the 2022 OC Fair website. Website or public contact info, vendor description and logo must be received no later than June 6, 2022 for inclusion.
- 10. To provide general Platinum Partner Program banner ad in two (2) applicable OC Fair eBlast email(s) sent to more than 500,000 subscribers with a link to a detailed Platinum Partners list on the 2022 OC Fair website.
- 11. To provide recognition on Platinum Partner slide(s) shown on the outdoor screens at The Hangar building during the 2022 OC Fair. Content must be received by Monday, June 6, 2022 for inclusion.

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Costa Mesa, CA 92626

Ryan Sessler, Senior Vice President of Sales

Joan Hamill, Chief Business Development Officer

REVIEWED _____
APPROVED _____

AGREEMENT NO. 22718
DATE April 14, 2022
Revised April 13, 2022

PLATINUM RENTAL AGREEMENT

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

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **CP #315; POP #9; FFW #8** depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **7/1/2022 and ends on 8/19/2022 by 12:00 noon. MONDAYS & TUESDAYS DARK DURING FAIR.**
2. Renter shall guarantee the payment of any damage to Association property, removal of all Renter property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair.
5. The purpose of occupancy shall be limited to (see attached *Products and Services*), and shall be for no other purpose whatsoever.

Description	Size	Space Type	Amount
Carnival of Products	10' x 8'	Platinum Corner	\$ 8,000.00
Parade of Products	10' x 15'	Platinum Corner	\$15,000.00
Family Fair Way	20' x 10'	Platinum Space	\$20,000.00
Vendor Application Fee			\$ 50.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:

Payment Schedule	Due Date	Amount
First Payment	4/25/2022	\$21,525.00
Final Payment	5/25/2022	\$21,525.00
*Payments postmarked after the due date will be subject to a late fee of \$100		Total: \$43,050.00

7. **Signed Rental Agreement and Certificate of Insurance are due on or before April 25, 2022.**
8. Association shall have the right to monitor any and all sales activity as well as gain access to the Premises.
9. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants, 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 damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
10. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright or other intellectual property rights of any third party.
11. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter any licenses or permits issued to Renter or its employees.

12. It is mutually agreed that this Agreement or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
13. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, hereto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties.
14. The Rules and Regulations attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply unless amended under Section 17 of this Agreement.
15. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interests of Association.
16. Renter shall abide by the additional terms and conditions indicated in the following Exhibits attached to this Agreement and incorporated by these references:

• Products and Services	Exhibit A
• Deal Points	Exhibit AA
• California Fair Services Authority Insurance Requirements	Exhibit B
• Standard Contract Terms and Conditions	Exhibit C
• Map of Fairgrounds Depicting Premises	Exhibit D
• Assembly Bill 1499	Exhibit F
• COVID-19 Infection Mitigation Protocol & Procedures Guidelines	Exhibit V
17. **Force Majeure:** If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.
18. **Special Provision:** By signing this Agreement, Renter agrees to abide by the Commercial Space and Concessions Program Handbook, which has been provided to Renter, and is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.
19. This agreement is not binding upon Association until it has been signed by its authorized representative and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

Michael Oberlander
Kaleo Marketing LLC
2421 W. 205th Street
Torrance, CA 90501
Phone (760) 484-0147
Email brittany.harman@kaleomarketing.com

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

Signature

Signature

Title

Chief Business Development Officer
Title

Date

Date

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
3. All temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises.
4. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
5. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others. Renter will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the carnival area.
6. Renter will post in a conspicuous manner at the front entrance to the concessions or exhibit, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
7. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions and exhibits must be clean, all coverings removed, and the concessions and exhibits ready for business each day at least one hour before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
8. All sound-producing devices used by Renter within or outside Premises must be of such a nature and must be so operated as not to cause annoyance or inconvenience to patrons or to other Concessionaires or Exhibitors. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission from Association.
9. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
10. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
11. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
12. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the Premises and owned or rented by Renter must be removed from the Premises by Renter, at Renter's own expense, no later than the date specified by Association. It is understood in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
13. No Renter will be permitted to sell or dispose of, anywhere on the Fairgrounds, alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.

14. All safety orders of the Division of Industrial Safety, Department of Industrial Relations must be strictly observed.
15. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of the-terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such term and condition.
16. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performances of the terms of this Agreement.
17. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
18. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment of property taxes levied on such interest.
19. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times.
20. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
21. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
22. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
23. Hazardous Agreements: All Agreements must be sent to California Fair Services Authority (CDSA) for review and verification of insurance requirements.
24. **By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**
25. **During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**
26. **Hosting of this event in the above specified indoor or outdoor space is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the rental are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.**

Exhibit A

PRODUCTS AND OR SERVICES

Kaleo Marketing LLC

Location/Space: Carnival of Products #315; Parade of Products #9;
Family Fair Way #8

Agreement No: **22718**

Date: April 14, 2022

Revised April 13, 2022

Vacation Clubs

Lead Generating Only



EXHIBIT AA - DEAL POINTS

AGREEMENT NO. 22718

Revised April 13, 2022

Renter:

Kaleo Marketing LLC.

Seller's Permit Number: NA

Taxpayer ID Number: TBD

2421 W. 205th Street

Torrance, CA 90501

(760) 484-0147

Michael Oberlander, Owner

Space Description/Designation:

Carnival of Products – CP #315 (10'x 8') – See Exhibit D for map location

Parade of Products – POP #9 (10'x 15') – See Exhibit D for map location

Family Fair Way – FFW #8 (20'x 10') – See Exhibit D for map location

Space Fee:

\$43,000

Term: July 1, 2022 – August 19, 2022 by 12:00 PM Noon

Renter agrees that space(s) shall be used only for the purpose as follows:

Vacation Clubs (Lead Generation Only)

Renter Agrees:

1. To be a Platinum Partner from July 15, 2022 – August 14, 2022 at the 2022 annual OC Fair.
2. To provide payment in the sum of **FORTY-THREE THOUSAND DOLLARS (\$43,000.00)** as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule is as outlined on the Rental Agreement. Payment in full must be received no later than May 25, 2022.
3. To gain pre-approval from the District for use of 2022 OC Fair marks and logos, and that all display elements, materials and concepts provided by Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter logo as outlined herein for inclusion in advertising and signage no later than 5:00 PM on May 23, 2022.
5. That staff members shall comply with all requirements as follows:
 - a. No staff member will promote Kaleo Marketing LLC outside of designated space(s).
 - i. To provide lead generation only for the following services/products at the location(s) indicated below.
 1. Vacation Clubs (product/service); CP #315; POP #9; FFW #8 (location)
 - b. Each individual assigned a Working Vendor Badge is responsible for obtaining his or her credential from the badging office during scheduled operating hours.

- c. All working staff accessing the 2022 OC Fair by Working Vendor Badge or Courtesy Credentials are required to submit proper paperwork, including Megan's Law Screening(s) to Tandem by June 17, 2022. Credentials to be obtained prior to the start of the 2022 OC Fair.
- d. Booth space(s) must be fully staffed by uniformed representatives by 10:30 AM and open to the public from 11:00 AM to at least 10:00 PM on each Wednesday and Thursday of the 2022 OC Fair dates, and open to the public from 11:00 AM to at least 11:00 PM on each Friday, Saturday and Sunday of the 2022 OC Fair dates.
- 6. To the understanding that mobile tours and other exhibitors may be located in close proximity to contractually designated space(s).
- 7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes and any other parameters as set forth by District staff prior to and during the term of this agreement.
- 8. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities, and to ensure display at all times within the parameters set forth by these organizations.
- 9. To provide Certificate of Insurance, fire safety training information, applicable certifications and permits, and to comply with all such requests as made by the District prior to, during and following the 2022 OC Fair.

District (OC Fair) Agrees:

- 1. To provide:
 - a. 80 square feet of space located in Carnival of Products (CP #315).
 - b. 150 square feet of space located in Parade of Products (POP #9).
- 2. To provide:
 - a. one (1) 20'x10' square foot canopy for the space located on Family Fair Way (FFW #8).
- 3. To provide ten (10) 2022 OC Fair Working Vendor Badges per booth for working staff (30 total photo credentials).
- 4. To provide forty-six (46) 2022 OC Fair Working Credentials per booth for working staff (138 total working credentials).
- 5. To provide ten (10) 2022 OC Fair ("offsite") Parking Hang Tags per booth for working staff (30 total hang tags).
- 6. To provide one (1) 2022 OC Fair Vendor Lot Parking Hang Tag.
- 7. To provide one hundred (100) 2022 OC Fair General Admission Tickets (To be used for business development purposes).
- 8. To provide twenty (20) tickets to the Pacific Amphitheatre concerts (Terrace Level), a maximum of ten (10) performances (pre-order deadlines and availability restrictions apply).
- 9. To provide one (1) 36" round, branded floor decal to display in front of booth(s) CP #315; POP #9; decal to be designed, produced and installed by District staff – logo to be provided by Renter.
- 10. To provide one (1) 4'x2' branded sign to display over booth(s) CP #315; POP #9; signage to be designed, produced and installed by District staff – logo to be provided by Renter.
- 11. To provide access to one (1) complimentary Wi-Fi connection or DSL line for staff use at booth(s) CP #315; POP #9.
- 12. To provide link to Renter website on applicable section of the 2022 OC Fair website. Website or public contact info, vendor description and logo must be received no later than June 6, 2022 for inclusion.
- 13. To provide general Platinum Partner Program banner ad in two (2) applicable OC Fair eBlast email(s) sent to more than 500,000 subscribers with a link to a detailed Platinum Partners list on the 2022 OC Fair website.
- 14. To provide recognition on Platinum Partner slide(s) shown on the outdoor screens at The Hangar building during the 2022 OC Fair. Content must be received by Monday, June 6, 2022 for inclusion.

Kaleo Marketing LLC.
2421 W. 205th Street
Torrance, CA 90501

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

Michael Oberlander, Owner

Joan Hamill, Chief Business Development Officer

REVIEWED _____
APPROVED _____

AGREEMENT NO. 22719
DATE February 17, 2022

PLATINUM RENTAL AGREEMENT

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

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **FP #206** depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **7/1/2022 and ends on 8/19/2022 by 12:00 noon. MONDAYS & TUESDAYS DARK DURING FAIR.**
2. Renter shall guarantee the payment of any damage to Association property, removal of all Renter property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair.
5. The purpose of occupancy shall be limited to (see attached *Products and Services*), and shall be for no other purpose whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Festival of Products	10' x 10'	Platinum Corner	\$10,000.00
Vendor Application Fee			\$ 50.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/25/2022	\$ 5,025.00
Final Payment	5/25/2022	\$ 5,025.00
*Payments postmarked after the due date will be subject to a late fee of \$100		Total: \$10,050.00

7. **Signed Rental Agreement, First Payment and Certificate of Insurance are due on or before April 25, 2022.**
8. Association shall have the right to monitor any and all sales activity as well as gain access to the Premises.
9. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants, 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 damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
10. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright or other intellectual property rights of any third party.
11. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter any licenses or permits issued to Renter or its employees.

12. It is mutually agreed that this Agreement or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
13. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, hereto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties.
14. The Rules and Regulations attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply unless amended under Section 16 of this Agreement.
15. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interests of Association.
16. Renter shall abide by the additional terms and conditions indicated in the following Exhibits attached to this Agreement and incorporated by these references:

• Products and Services	Exhibit A
• Deal Points	Exhibit AA
• California Fair Services Authority Insurance Requirements	Exhibit B
• Standard Contract Terms and Conditions	Exhibit C
• Map of Fairgrounds Depicting Premises	Exhibit D
• Assembly Bill 1499	Exhibit F
• COVID-19 Infection Mitigation Protocol & Procedures Guidelines	Exhibit V
17. **Force Majeure:** If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.
18. **Special Provision:** By signing this Agreement, Renter agrees to abide by the Commercial Space and Concessions Program Handbook, which has been provided to Renter, and is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.
19. This agreement is not binding upon Association until it has been signed by its authorized representative and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

Rick Quezada
LeafFilter North, LLC
1595 Georgetown Road
Hudson, OH 44236
Phone (800) 290-6106
Email events@leaffilter.com

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

Signature

Signature

Title

Chief Business Development Officer
Title

Date

Date

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
3. All temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises.
4. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
5. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others. Renter will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the carnival area.
6. Renter will post in a conspicuous manner at the front entrance to the concessions or exhibit, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
7. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions and exhibits must be clean, all coverings removed, and the concessions and exhibits ready for business each day at least one hour before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
8. All sound-producing devices used by Renter within or outside Premises must be of such a nature and must be so operated as not to cause annoyance or inconvenience to patrons or to other Concessionaires or Exhibitors. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission from Association.
9. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
10. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
11. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
12. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the Premises and owned or rented by Renter must be removed from the Premises by Renter, at Renter's own expense, no later than the date specified by Association. It is understood in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
13. No Renter will be permitted to sell or dispose of, anywhere on the Fairgrounds, alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.

14. All safety orders of the Division of Industrial Safety, Department of Industrial Relations must be strictly observed.
15. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of the-terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such term and condition.
16. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performances of the terms of this Agreement.
17. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
18. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment of property taxes levied on such interest.
19. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times.
20. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
21. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
22. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
23. Hazardous Agreements: All Agreements must be sent to California Fair Services Authority (CDSA) for review and verification of insurance requirements.
24. **By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**
25. **During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**
26. **Hosting of this event in the above specified indoor or outdoor space is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the rental are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.**

Exhibit A

PRODUCTS AND OR SERVICES

LeafFilter North, LLC

Location/Space: Festival of Products #206

Agreement No: **22719**

Date: February 17, 2022

LeafFilter Gutter Protection

Lead Generating Only



EXHIBIT AA - DEAL POINTS

AGREEMENT NO. 22719

Renter:

LeafFilter North, LLC

Seller's Permit Number: N/A

Taxpayer ID Number: 46-0954388

1595 Georgetown Road

Hudson, OH 44236

(800) 290-6106

Rick Quezada, District Event Marketing Manager

Space Description/Designation:

Festival of Products – FP #206 (10'x 10') – See Exhibit D for map location

Space Fee:

\$10,000

Term: July 1, 2022 – August 19, 2022 by 12:00 PM Noon

Renter agrees that space(s) shall be used only for the purpose as follows:

LeafFilter Gutter Protection (Lead Generation Only)

Renter Agrees:

1. To be a Platinum Partner from July 15, 2022 – August 14, 2022 at the 2022 annual OC Fair.
2. To provide payment in the sum of TEN THOUSAND DOLLARS (\$10,000.00) as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule is as outlined on the Rental Agreement. Payment in full must be received no later than May 25, 2022.
3. To gain pre-approval from the District for use of 2022 OC Fair marks and logos, and that all display elements, materials and concepts provided by Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter logo as outlined herein for inclusion in advertising and signage no later than 5:00 PM on May 23, 2022.
5. That staff members shall comply with all requirements as follows:
 - a. No staff member will promote LeafFilter North, LLC outside of designated space(s).
 - i. To provide lead generation only for the following services/products at the location(s) indicated below.
 1. LeafFilter Gutter Protection (product/service); FP #206 (location)
 - b. Each individual assigned a Working Vendor Badge is responsible for obtaining his or her credential from the badging office during scheduled operating hours.
 - c. All working staff accessing the 2022 OC Fair by Working Vendor Badge or Courtesy Credentials are required to submit proper paperwork, including Megan's Law Screening(s) to Tandem by June 17, 2022. Credentials to be obtained prior to the start of the 2022 OC Fair.

- d. Booth space(s) must be fully staffed by uniformed representatives by 10:30 AM and open to the public from 11:00 AM to at least 10:00 PM on each Wednesday and Thursday of the 2022 OC Fair dates, and open to the public from 11:00 AM to at least 11:00 PM on each Friday, Saturday and Sunday of the 2022 OC Fair dates.
- 6. To the understanding that mobile tours and other exhibitors may be located in close proximity to contractually designated space(s).
- 7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes and any other parameters as set forth by District staff prior to and during the term of this agreement.
- 8. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities, and to ensure display at all times within the parameters set forth by these organizations.
- 9. To provide Certificate of Insurance, fire safety training information, applicable certifications and permits, and to comply with all such requests as made by the District prior to, during and following the 2022 OC Fair.

District (OC Fair) Agrees:

- 1. To provide 100 square feet of space located in Festival of Products (FP #206).
- 2. To provide ten (10) 2022 OC Fair Working Vendor Badges per booth for working staff (10 total photo credentials).
- 3. To provide forty-six (46) 2022 OC Fair Working Credentials per booth for working staff (46 total working credentials).
- 4. To provide ten (10) 2022 OC Fair ("offsite") Parking Hang Tags per booth for working staff (10 total hang tags).
- 5. To provide one (1) 2022 OC Fair Vendor Lot Parking Hang Tag.
- 6. To provide one hundred (100) 2022 OC Fair General Admission Tickets (To be used for business development purposes).
- 7. To provide twenty (20) tickets to the Pacific Amphitheatre concerts (Terrace Level), a maximum of ten (10) performances (pre-order deadlines and availability restrictions apply).
- 8. To provide one (1) 36" round, branded floor decal to display in front of booth(s) FP #206; decal to be designed, produced and installed by the District staff – logo to be provided by Renter.
- 9. To provide one (1) 4'x2' branded sign to display over booth(s) FP #206; signage to be designed, produced and installed by the District staff – logo to be provided by Renter.
- 10. To provide access to one (1) complimentary Wi-Fi connection or DSL line for staff use at booth(s) FP #206.
- 11. To provide link to Renter website on applicable section of the 2022 OC Fair website. Website or public contact info, vendor description and logo must be received no later than June 6, 2022 for inclusion.
- 12. To provide general Platinum Partner Program banner ad in two (2) applicable OC Fair eBlast email(s) sent to more than 500,000 subscribers with a link to a detailed Platinum Partners list on the 2022 OC Fair website.
- 13. To provide recognition on Platinum Partner slide(s) shown on the outdoor screens at The Hangar building during the 2022 OC Fair. Content must be received by Monday, June 6, 2022 for inclusion.

LeafFilter North, LLC
1595 Georgetown Road
Hudson, OH 44236

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

Rick Quezada,
District Event Marketing Manager

Joan Hamill, Chief Business Development Officer

REVIEWED _____
APPROVED _____

AGREEMENT NO. 22720
DATE February 9, 2022

PLATINUM RENTAL AGREEMENT

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

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **CP #214, #215** depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **7/1/2022 and ends on 8/19/2022 by 12:00 noon. MONDAYS & TUESDAYS DARK DURING FAIR.**
2. Renter shall guarantee the payment of any damage to Association property, removal of all Renter property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair.
5. The purpose of occupancy shall be limited to (see attached *Products and Services*), and shall be for no other purpose whatsoever.

Description	Size	Space Type	Amount
Carnival of Products	10' x 8'	Platinum Corner	\$8,000.00
Carnival of Products	10' x 8'	Commercial Inline	\$3,725.00
Vendor Application Fee			\$ 50.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:

Payment Schedule	Due Date	Amount
First Payment	4/25/2022	\$5,887.50
Final Payment	5/25/2022	\$5,887.50
*Payments postmarked after the due date will be subject to a late fee of \$100		Total: \$11,775.00

7. **Signed Rental Agreement, First Payment and Certificate of Insurance are due on or before April 25, 2022.**
8. Association shall have the right to monitor any and all sales activity as well as gain access to the Premises.
9. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants, 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 damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
10. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright or other intellectual property rights of any third party.
11. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter any licenses or permits issued to Renter or its employees.

12. It is mutually agreed that this Agreement or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
13. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, hereto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties.
14. The Rules and Regulations attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply unless amended under Section 16 of this Agreement.
15. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interests of Association.
16. Renter shall abide by the additional terms and conditions indicated in the following Exhibits attached to this Agreement and incorporated by these references:

• Products and Services	Exhibit A
• Deal Points	Exhibit AA
• California Fair Services Authority Insurance Requirements	Exhibit B
• Standard Contract Terms and Conditions	Exhibit C
• Map of Fairgrounds Depicting Premises	Exhibit D
• Assembly Bill 1499	Exhibit F
• COVID-19 Infection Mitigation Protocol & Procedures Guidelines	Exhibit V
17. **Force Majeure:** If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.
18. **Special Provision:** By signing this Agreement, Renter agrees to abide by the Commercial Space and Concessions Program Handbook, which has been provided to Renter, and is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.
19. This agreement is not binding upon Association until it has been signed by its authorized representative and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

Tim Lucia
Lumaro Inc. dba Kitchen and Bath Tranformations
23552 Commerce Center Drive, Suite M & N
Laguna Hills, CA 92653
Phone (949) 770-4009
Email occa@kbtransformation.com

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

Signature

Signature

Title

Chief Business Development Officer
Title

Date

Date

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
3. All temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises.
4. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
5. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others. Renter will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the carnival area.
6. Renter will post in a conspicuous manner at the front entrance to the concessions or exhibit, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
7. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions and exhibits must be clean, all coverings removed, and the concessions and exhibits ready for business each day at least one hour before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
8. All sound-producing devices used by Renter within or outside Premises must be of such a nature and must be so operated as not to cause annoyance or inconvenience to patrons or to other Concessionaires or Exhibitors. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission from Association.
9. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
10. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
11. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
12. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the Premises and owned or rented by Renter must be removed from the Premises by Renter, at Renter's own expense, no later than the date specified by Association. It is understood in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
13. No Renter will be permitted to sell or dispose of, anywhere on the Fairgrounds, alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.

14. All safety orders of the Division of Industrial Safety, Department of Industrial Relations must be strictly observed.
15. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of the-terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such term and condition.
16. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performances of the terms of this Agreement.
17. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
18. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment of property taxes levied on such interest.
19. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times.
20. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
21. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
22. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
23. Hazardous Agreements: All Agreements must be sent to California Fair Services Authority (CDSA) for review and verification of insurance requirements.
24. **By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**
25. **During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**
26. **Hosting of this event in the above specified indoor or outdoor space is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the rental are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.**

Exhibit A

PRODUCTS AND OR SERVICES

Lumaro, Inc. dba Kitchen and Bath Transformations

Location/Space: Carnival of Products #214, #215

Agreement No: **22720**

Date: February 9, 2022

Display Kitchen and Bath Remodeling Services

Quartz Overlay

Cabinet Refacing

Granite Sinks

Lead Generating Only



EXHIBIT AA - DEAL POINTS

AGREEMENT NO. 22720

Renter:

Lumaro, Inc. dba Kitchen and Bath Transformations

Seller's Permit Number: N/A

Taxpayer ID Number: 20-0494903

23552 Commerce Center Drive, Suite M & N

Laguna Hills, CA 92653

(949) 770-4009

Tim Lucia, Owner

Space Description/Designated:

Carnival of Products – CP #215 (10'x 8') – See Exhibit D for map location

Space Fee:

\$8,000

Term: July 1, 2022 – August 19, 2022 by 12:00 PM Noon

Renter agrees that space(s) shall be used only for the purpose as follows:

Display Kitchen and Bath Remodeling Services, Quartz Overlay, Cabinet Refacing, and Granite Sinks.
(Lead Generation Only)

Renter Agrees:

1. To be a Platinum Partner from July 15, 2022 – August 14, 2022 at the 2022 annual OC Fair.
2. To provide payment in the sum of EIGHT THOUSAND DOLLARS (\$8,000.00) as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule is as outlined on the Rental Agreement. Payment in full must be received no later than May 25, 2022.
3. To gain pre-approval from the District for use of 2022 OC Fair marks and logos, and that all display elements, materials and concepts provided by Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter logo as outlined herein for inclusion in advertising and signage no later than 5:00 PM on May 23, 2022.
5. That staff members shall comply with all requirements as follows:
 - a. No staff member will promote Lumaro, Inc. dba Kitchen and Bath Transformations outside of designated space(s).
 - i. To provide lead generation only for the following services/products at the location(s) indicated below.
 1. Display Kitchen and Bath Remodeling Services, Quartz Overlay, Cabinet Refacing, and Granite Sinks (product/service); CP #215 (location)
 - b. Each individual assigned a Working Vendor Badge is responsible for obtaining his or her credential from the badging office during scheduled operating hours.
 - c. All working staff accessing the 2022 OC Fair by Working Vendor Badge or Courtesy Credentials are required to submit proper paperwork, including Megan's Law Screening(s) to Tandem by June 17, 2022. Credentials to be obtained prior to the start of the 2022 OC Fair.

- d. Booth space(s) must be fully staffed by uniformed representatives by 10:30 AM and open to the public from 11:00 AM to at least 10:00 PM on each Wednesday and Thursday of the 2022 OC Fair dates, and open to the public from 11:00 AM to at least 11:00 PM on each Friday, Saturday and Sunday of the 2022 OC Fair dates.
- 6. To the understanding that mobile tours and the other exhibitors may be located in close proximity to contractually designated space(s).
- 7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes and any other parameters as set forth by District staff prior to and during the term of this agreement.
- 8. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities, and to ensure display at all times within the parameters set forth by these organizations.
- 9. To provide Certificate of Insurance, fire safety training information, applicable certifications and permits, and to comply with all such requests as made by the District prior to, during and following the 2022 OC Fair.

District (OC Fair) Agrees:

- 1. To provide 80 square feet of space located in Carnival of Products (CP #215).
- 2. To provide ten (10) 2022 OC Fair Working Vendor Badges per booth for working staff (10 total photo credentials).
- 3. To provide forty-six (46) 2022 OC Fair Working Credentials per booth for working staff (46 total working credentials).
- 4. To provide ten (10) 2022 OC Fair ("offsite") Parking Hang Tags per booth for working staff (10 total hang tags).
- 5. To provide one (1) 2022 OC Fair Vendor Lot Parking Hang Tag.
- 6. To provide one hundred (100) 2022 OC Fair General Admission Tickets (to be used for business development purposes).
- 7. To provide twenty (20) tickets to the Pacific Amphitheatre concerts (Terrace Level), a maximum of ten (10) performances (pre-order deadlines and availability restrictions apply).
- 8. To provide one (1) 36" round, branded floor decal to display in front of booth(s) CP #215; decal to be designed, produced and installed by the District staff – logo to be provided by Renter.
- 9. To provide one (1) 4'x2' branded sign to display over booth(s) CP #215; signage to be designed, produced and installed by the District staff – logo to be provided by Renter.
- 10. To provide access to one (1) complimentary Wi-Fi connection or DSL line for staff use at booth(s) CP #215.
- 11. To provide link to Renter website on applicable section of the 2022 OC Fair website. Website or public contact info, vendor description and logo must be received no later than June 6, 2022 for inclusion.
- 12. To provide general Platinum Partner Program banner ad in two (2) applicable OC Fair eBlast email(s) sent to more than 500,000 subscribers with a link to a detailed Platinum Partners list on the 2022 OC Fair website.
- 13. To provide recognition on Platinum Partner slide(s) shown on the outdoor screens at The Hangar building during the 2022 OC Fair. Content must be received by Monday, June 6, 2022 for inclusion.

Lumaro, Inc. dba Kitchen and Bath Transformations
23552 Commerce Center Drive, Suite M & N
Laguna Hills, CA 92653

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

Tim Lucia, Owner

Joan Hamill, Chief Business Development Officer

REVIEWED _____
APPROVED _____

AGREEMENT NO. 22723
DATE February 9, 2022

PLATINUM RENTAL AGREEMENT

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

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **FP #301, #302** depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **7/1/2022 and ends on 8/19/2022 by 12:00 noon. MONDAYS & TUESDAYS DARK DURING FAIR.**
2. Renter shall guarantee the payment of any damage to Association property, removal of all Renter property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair.
5. The purpose of occupancy shall be limited to (see attached *Products and Services*), and shall be for no other purpose whatsoever.

Description	Size	Space Type	Amount
Festival of Products	20' x 10'	Platinum Corner	\$20,000.00
Vendor Application Fee			\$ 50.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:

Payment Schedule	Due Date	Amount
First Payment	4/25/2022	\$10,025.00
Final Payment	5/25/2022	\$10,025.00
*Payments postmarked after the due date will be subject to a late fee of \$100		Total: \$20,050.00

7. **Signed Rental Agreement, First Payment and Certificate of Insurance are due on or before April 25, 2022.**
8. Association shall have the right to monitor any and all sales activity as well as gain access to the Premises.
9. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants, 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 damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
10. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright or other intellectual property rights of any third party.
11. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter any licenses or permits issued to Renter or its employees.

12. It is mutually agreed that this Agreement or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
13. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, hereto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties.
14. The Rules and Regulations attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply unless amended under Section 16 of this Agreement.
15. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interests of Association.
16. Renter shall abide by the additional terms and conditions indicated in the following Exhibits attached to this Agreement and incorporated by these references:

• Products and Services	Exhibit A
• Deal Points	Exhibit AA
• California Fair Services Authority Insurance Requirements	Exhibit B
• Standard Contract Terms and Conditions	Exhibit C
• Map of Fairgrounds Depicting Premises	Exhibit D
• Assembly Bill 1499	Exhibit F
• COVID-19 Infection Mitigation Protocol & Procedures Guidelines	Exhibit V
17. **Force Majeure:** If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.
18. **Special Provision:** By signing this Agreement, Renter agrees to abide by the Commercial Space and Concessions Program Handbook, which has been provided to Renter, and is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.
19. This agreement is not binding upon Association until it has been signed by its authorized representative and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

Gary Bolotin
Renewal by Andersen of Orange County
22982 Alcalde Drive
Laguna Hills, CA 92653
Phone (215) 720-0115
Email gary.bolotin@andersencorp.com

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

Signature

Signature

Title

Chief Business Development Officer
Title

Date

Date

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
3. All temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises.
4. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
5. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others. Renter will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the carnival area.
6. Renter will post in a conspicuous manner at the front entrance to the concessions or exhibit, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
7. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions and exhibits must be clean, all coverings removed, and the concessions and exhibits ready for business each day at least one hour before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
8. All sound-producing devices used by Renter within or outside Premises must be of such a nature and must be so operated as not to cause annoyance or inconvenience to patrons or to other Concessionaires or Exhibitors. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission from Association.
9. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
10. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
11. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
12. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the Premises and owned or rented by Renter must be removed from the Premises by Renter, at Renter's own expense, no later than the date specified by Association. It is understood in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
13. No Renter will be permitted to sell or dispose of, anywhere on the Fairgrounds, alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.

14. All safety orders of the Division of Industrial Safety, Department of Industrial Relations must be strictly observed.
15. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of the-terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such term and condition.
16. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performances of the terms of this Agreement.
17. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
18. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment of property taxes levied on such interest.
19. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times.
20. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
21. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
22. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
23. Hazardous Agreements: All Agreements must be sent to California Fair Services Authority (CDSA) for review and verification of insurance requirements.
24. **By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**
25. **During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**
26. **Hosting of this event in the above specified indoor or outdoor space is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the rental are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.**

Exhibit A

PRODUCTS AND OR SERVICES

Renewal by Andersen of Orange County

Location/Space: Festival of Products #301, #302

Agreement No: **22723**

Date: February 9, 2022

Renewal by Andersen® Doors and Windows

Lead Generating Only



EXHIBIT AA - DEAL POINTS

AGREEMENT NO. 22723

Renter:

Renewal By Andersen of Orange County

Seller's Permit Number: N/A

Taxpayer ID Number: 411918413

22982 Alcalde Drive

Laguna Hills, CA 92653

(215) 720-0115

Gary Bolotin, Event Retail Manager

Space Description/Designation:

Festival of Products – FP #301, #302 (20'x 10') - See Exhibit D for map location

Space Fee:

\$20,000

Term: July 1, 2022 – August 19, 2022 by 12:00 PM Noon

Renter agrees that space(s) shall be used only for the purpose as follows:

Renewal By Andersen® Windows and Doors (Lead Generation Only)

Renter Agrees:

1. To be a Platinum Partner from July 15, 2022 – August 14, 2022 at the 2022 annual OC Fair.
2. To provide payment in the sum of TWENTY THOUSAND DOLLARS (\$20,000.00) as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule is as outlined on the Rental Agreement. Payment in full must be received no later than May 25, 2022.
3. To gain pre-approval from the District for use of 2022 OC Fair marks and logos, and that all display elements, materials and concepts provided by Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter logo as outlined herein for inclusion in advertising and signage no later than 5:00 PM on May 23, 2022.
5. That staff members shall comply with all requirements as follows:
 - a. No staff member will promote Renewal By Andersen of Orange County outside of designated space(s).
 - i. To provide lead generation only for the following services/products at the location(s) indicated below.
 1. Renewal By Andersen® Windows and Doors (product/service); FP #301, #302 (location)

- d. Booth space(s) must be fully staffed by uniformed representatives by 10:30 AM and open to the public from 11:00 AM to at least 10:00 PM on each Wednesday and Thursday of the 2022 OC Fair dates, and open to the public from 11:00 AM to at least 11:00 PM on each Friday, Saturday and Sunday of the 2022 OC Fair dates.
- 6. To the understanding that mobile tours and other exhibitors may be located in close proximity to contractually designated space(s).
- 7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes and any other parameters as set forth by District staff prior to and during the term of this agreement.
- 8. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities, and to ensure display at all times within the parameters set forth by these organizations.
- 9. To provide Certificate of Insurance, fire safety training information, applicable certifications and permits, and to comply with all such requests as made by the District prior to, during and following the 2022 OC Fair.

District (OC Fair) Agrees:

- 1. To provide 200 square feet of space located in Festival of Products (FP #301, #302).
- 2. To provide ten (10) 2022 OC Fair Working Vendor Badges per booth for working staff (10 total photo credentials).
- 3. To provide forty-six (46) 2022 OC Fair Working Credentials per booth for working staff (46 total working credentials).
- 4. To provide ten (10) 2022 OC Fair ("offsite") Parking Hang Tags per booth for working staff (10 total hang tags).
- 5. To provide one (1) 2022 OC Fair Vendor Lot Parking Hang Tag.
- 6. To provide one hundred (100) 2022 OC Fair General Admission Tickets (for business development).
- 7. To provide twenty (20) tickets to the Pacific Amphitheatre concerts (Terrace Level), a maximum of ten (10) performances (pre-order deadlines and availability restrictions apply).
- 8. To provide one (1) 36" round, branded floor decal to display in front of booth(s) FP #301, #302; decal to be designed, produced and installed by District staff – logo to be provided by Renter.
- 9. To provide one (1) 4'x2' branded sign to display over booth(s) FP #301, #302; signage to be designed, produced and installed by District staff – logo to be provided by Renter.
- 10. To provide access to one (1) complimentary Wi-Fi connection or DSL line for staff use at booth(s) FP #301, #302.
- 11. To provide link to Renter website on applicable section of the 2022 OC Fair website. Website or public contact info, vendor description and logo must be received no later than June 6, 2022 for inclusion.
- 12. To provide general Platinum Partner Program banner ad in two (2) applicable OC Fair eBlast email(s) sent to more than 500,000 subscribers with a link to a detailed Platinum Partners list on the 2022 OC Fair website.
- 13. To provide recognition on Platinum Partner slide(s) shown on the outdoor screens at The Hangar building during the 2022 OC Fair. Content must be received by Monday, June 6, 2022 for inclusion.

Renewal By Andersen of Orange County
22982 Alcalde Drive
Laguna Hills, CA 92653

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

Gary Bolotin, Event Retail Manager

Joan Hamill, Chief Business Development Officer

REVIEWED _____
APPROVED _____

AGREEMENT NO. 22727
DATE March 21, 2022

**PLATINUM
RENTAL AGREEMENT**

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

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **CP #416, #516** depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **7/1/2022 and ends on 8/19/2022 by 12:00 noon. MONDAYS & TUESDAYS DARK DURING FAIR.**
2. Renter shall guarantee the payment of any damage to Association property, removal of all Renter property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair.
5. The purpose of occupancy shall be limited to (see attached *Products and Services*), and shall be for no other purpose whatsoever.

Description	Size	Space Type	Amount
Carnival of Products	16' x 10'	Platinum Corner	\$16,000.00
Vendor Application Fee			\$ 50.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:

Payment Schedule	Due Date	Amount
First Payment	4/25/2022	\$8,025.00
Final Payment	5/25/2022	\$8,025.00
*Payments postmarked after the due date will be subject to a late fee of \$100		Total: \$16,050.00

7. **Signed Rental Agreement, First Payment and Certificate of Insurance are due on or before April 25, 2022.**
8. Association shall have the right to monitor any and all sales activity as well as gain access to the Premises.
9. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants, 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 damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
10. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright or other intellectual property rights of any third party.
11. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter any licenses or permits issued to Renter or its employees.
12. It is mutually agreed that this Agreement or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.

13. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, hereto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties.
14. The Rules and Regulations attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply unless amended under Section 16 of this Agreement.
15. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interests of Association.
16. Renter shall abide by the additional terms and conditions indicated in the following Exhibits attached to this Agreement and incorporated by these references:

• Products and Services	Exhibit A
• Deal Points	Exhibit AA
• California Fair Services Authority Insurance Requirements	Exhibit B
• Standard Contract Terms and Conditions	Exhibit C
• Map of Fairgrounds Depicting Premises	Exhibit D
• Assembly Bill 1499	Exhibit F
• COVID-19 Infection Mitigation Protocol & Procedures Guidelines	Exhibit V
17. **Force Majeure:** If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.
18. **Special Provision:** By signing this Agreement, Renter agrees to abide by the Commercial Space and Concessions Program Handbook, which has been provided to Renter, and is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.
19. This agreement is not binding upon Association until it has been signed by its authorized representative and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

Thien Dinh Tran
Thien Dinh Tran
13521 Redbird Street
Garden Grove, CA 92843
Phone (714) 651-1791
Email thiendinhtran300@gmail.com

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

Signature

Signature

Title

Chief Business Development Officer
Title

Date

Date

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
3. All temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises.
4. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
5. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others. Renter will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the carnival area.
6. Renter will post in a conspicuous manner at the front entrance to the concessions or exhibit, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
7. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions and exhibits must be clean, all coverings removed, and the concessions and exhibits ready for business each day at least one hour before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
8. All sound-producing devices used by Renter within or outside Premises must be of such a nature and must be so operated as not to cause annoyance or inconvenience to patrons or to other Concessionaires or Exhibitors. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission from Association.
9. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
10. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
11. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
12. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the Premises and owned or rented by Renter must be removed from the Premises by Renter, at Renter's own expense, no later than the date specified by Association. It is understood in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
13. No Renter will be permitted to sell or dispose of, anywhere on the Fairgrounds, alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.

14. All safety orders of the Division of Industrial Safety, Department of Industrial Relations must be strictly observed.
15. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of the-terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such term and condition.
16. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performances of the terms of this Agreement.
17. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
18. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment of property taxes levied on such interest.
19. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times.
20. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
21. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
22. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
23. Hazardous Agreements: All Agreements must be sent to California Fair Services Authority (CDSA) for review and verification of insurance requirements.
24. **By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**
25. **During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**
26. **Hosting of this event in the above specified indoor or outdoor space is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the rental are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.**

Exhibit A

PRODUCTS AND OR SERVICES

Thien Dinh Tran

Location/Space: Carnival of Products #416, #516

Agreement No: **22727**

Date: March 21, 2022

Bamboo Sheets

Bamboo Pillows



EXHIBIT AA - DEAL POINTS

AGREEMENT NO. 22727

Renter:

Thien Dinh Tran

Seller's Permit Number: 100-350439

Taxpayer ID Number: 612-80-0846

13521 Redbird Street

Garden Grove, CA 92843

(714) 651-1791

Thien Dinh Tran, Owner

Space Description/Designation:

Carnival of Products – CP #416, #516 (16'x 10') – See Exhibit D for map location

Space Fee:

\$16,000

Term: July 1, 2022 – August 19, 2022 by 12:00 PM Noon

Renter agrees that space(s) shall be used only for the purpose as follows:

Bamboo Sheets and Bamboo Pillows

Renter Agrees:

1. To be a Platinum Partner from July 15, 2022 – August 14, 2022 at the 2022 annual OC Fair.
2. To provide payment in the sum of SIXTEEN THOUSAND DOLLARS (\$16,000.00) as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule is as outlined on the Rental Agreement. Payment in full must be received no later than May 25, 2022.
3. To gain pre-approval from the District for use of 2022 OC Fair marks and logos, and that all display elements, materials and concepts provided by Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter logo as outlined herein for inclusion in advertising and signage no later than 5:00 PM on May 23, 2022.
5. That staff members shall comply with all requirements as follows:
 - a. No staff member will promote Thien Dinh Tran outside of designated space(s).
 - i. To only sell the following services/products at the location(s) indicated below.
 1. Bamboo Sheets and Bamboo Pillows (product/service); CP #416, #516 (location)
 - b. Each individual assigned a Working Vendor Badge is responsible for obtaining his or her credential from the badging office during scheduled operating hours.
 - c. All working staff accessing the 2022 OC Fair by Working Vendor Badge or Courtesy Credentials are required to submit proper paperwork, including Megan's Law Screening(s) to Tandem by June 17, 2022. Credentials to be obtained prior to the start of the 2022 OC Fair.

- d. Booth space(s) must be fully staffed by uniformed representatives by 10:30 AM and open to the public from 11:00 AM to at least 10:00 PM on each Wednesday and Thursday of the 2022 OC Fair dates, and open to the public from 11:00 AM to at least 11:00 PM on each Friday, Saturday and Sunday of the 2022 OC Fair dates.
- 6. To the understanding that mobile tours and other exhibitors may be located in close proximity to contractually designated space(s).
- 7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes and any other parameters as set forth by District staff prior to and during the term of this agreement.
- 8. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities, and to ensure display at all times within the parameters set forth by these organizations.
- 9. To provide Certificate of Insurance, fire safety training information, applicable certifications and permits, and to comply with all such requests as made by the District prior to, during and following the 2022 OC Fair.

District (OC Fair) Agrees:

- 1. To provide 160 square feet of space located in Carnival of Products (CP #416, #516).
- 2. To provide ten (10) 2022 OC Fair Working Vendor Badges per booth for working staff (10 total photo credentials).
- 3. To provide forty-six (46) 2022 OC Fair Working Credentials per booth for working staff (46 total working credentials).
- 4. To provide ten (10) 2022 ("offsite") OC Fair Parking Hang Tags per booth for working staff (10 total hang tags).
- 5. To provide one (1) 2022 OC Fair Vendor Lot Parking Hang Tag.
- 6. To provide one hundred (100) 2022 OC Fair General Admission Tickets (To be used for business development purposes).
- 7. To provide twenty (20) tickets to the Pacific Amphitheatre concerts (Terrace Level), a maximum of ten (10) performances (pre-order deadlines and availability restrictions apply).
- 8. To provide one (1) 36" round, branded floor decal to display in front of booth(s) CP #416, #516; decal to be designed, produced and installed by District staff – logo to be provided by Renter.
- 9. To provide one (1) 4'x2' branded sign to display over booth(s) CP #416, #516; signage to be designed, produced and installed by District staff – logo to be provided by Renter.
- 10. To provide access to one (1) complimentary Wi-Fi connection or DSL line for staff use at booth(s) CP #416, #516.
- 11. To provide link to Renter website on applicable section of the 2022 OC Fair website. Website or public contact info, vendor description and logo must be received no later than June 6, 2022 for inclusion.
- 12. To provide general Platinum Partner Program banner ad in two (2) applicable OC Fair eBlast email(s) sent to more than 500,000 subscribers with a link to a detailed Platinum Partners list on the 2022 OC Fair website.
- 13. To provide recognition on Platinum Partner slide(s) shown on the outdoor screens at The Hangar building during the 2022 OC Fair. Content must be received by Monday, June 6, 2022 for inclusion.

Thien Dinh Tran
13521 Redbird Street
Garden Grove, CA 92843

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

Thien Dinh Tran, Owner

Joan Hamill, Chief Business Development Officer

REVIEWED _____
APPROVED _____

AGREEMENT NO. 22709
DATE March 15, 2022

PLATINUM RENTAL AGREEMENT

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

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **POP #35** depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **7/1/2022 and ends on 8/19/2022 by 12:00 noon. MONDAYS & TUESDAYS DARK DURING FAIR.**
2. Renter shall guarantee the payment of any damage to Association property, removal of all Renter property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair.
5. The purpose of occupancy shall be limited to (see attached *Products and Services*), and shall be for no other purpose whatsoever.

Description	Size	Space Type	Amount
Parade of Products	10' x 15'	Platinum Corner	\$15,000.00
Vendor Application Fee			\$ 50.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:

Payment Schedule	Due Date	Amount
First Payment	4/25/2022	\$ 7,525.00
Final Payment	5/25/2022	\$ 7,525.00
*Payments postmarked after the due date will be subject to a late fee of \$100		Total: \$15,050.00

7. **Signed Rental Agreement, First Payment and Certificate of Insurance is due on or before April 25, 2022.**
8. Association shall have the right to monitor any and all sales activity as well as gain access to the Premises.
9. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants, 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 damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
10. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright or other intellectual property rights of any third party.
11. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter any licenses or permits issued to Renter or its employees.
12. It is mutually agreed that this Agreement or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.

13. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, hereto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties.
14. The Rules and Regulations attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply unless amended under Section 17 of this Agreement.
15. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interests of Association.
16. Renter shall abide by the additional terms and conditions indicated in the following Exhibits attached to this Agreement and incorporated by these references:

• Products and Services	Exhibit A
• Deal Points	Exhibit AA
• California Fair Services Authority Insurance Requirements	Exhibit B
• Standard Contract Terms and Conditions	Exhibit C
• Map of Fairgrounds Depicting Premises	Exhibit D
• Assembly Bill 1499	Exhibit F
• COVID-19 Infection Mitigation Protocol & Procedures Guidelines	Exhibit V
17. **Force Majeure:** If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.
18. **Special Provision:** By signing this Agreement, Renter agrees to abide by the Commercial Space and Concessions Program Handbook, which has been provided to Renter, and is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.
19. This agreement is not binding upon Association until it has been signed by its authorized representative and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

Patty Rodriguez
U.S. Jaclean, Inc.
1816 W. 135th Street
Gardena, CA 90249
Phone (310) 538-2298
Email prodriiguez@usjaclean.com

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

Signature

Signature

Title

Chief Business Development Officer

Date

Date

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
3. All temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises.
4. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
5. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others. Renter will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the carnival area.
6. Renter will post in a conspicuous manner at the front entrance to the concessions or exhibit, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
7. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions and exhibits must be clean, all coverings removed, and the concessions and exhibits ready for business each day at least one hour before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
8. All sound-producing devices used by Renter within or outside Premises must be of such a nature and must be so operated as not to cause annoyance or inconvenience to patrons or to other Concessionaires or Exhibitors. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission from Association.
9. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
10. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
11. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
12. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the Premises and owned or rented by Renter must be removed from the Premises by Renter, at Renter's own expense, no later than the date specified by Association. It is understood in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
13. No Renter will be permitted to sell or dispose of, anywhere on the Fairgrounds, alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.

14. All safety orders of the Division of Industrial Safety, Department of Industrial Relations must be strictly observed.
15. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of the-terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such term and condition.
16. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performances of the terms of this Agreement.
17. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
18. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment of property taxes levied on such interest.
19. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times.
20. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
21. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
22. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
23. Hazardous Agreements: All Agreements must be sent to California Fair Services Authority (CDSA) for review and verification of insurance requirements.
24. **By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**
25. **During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**
26. **Hosting of this event in the above specified indoor or outdoor space is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the rental are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.**

Exhibit A

PRODUCTS AND OR SERVICES

U.S. Jaclean, Inc.

Location/Space: Parade of Products #35

Agreement No: **22709**

Date: March 15, 2022

Daiwa Massage Chairs



EXHIBIT AA - DEAL POINTS

AGREEMENT NO. 22709

Renter:

U.S. Jaclean, Inc.

Seller's Permit Number: 18-691711

Taxpayer ID Number: 95-3752157

1816 W. 135th Street

Gardena, CA 90249

(310) 538-2298

Patty Rodriguez, Trade Show Coordinator

Space Description/Designation:

Parade of Products – POP #35 (10' x 15') – See Exhibit D for map location

Space Fee:

\$15,000

Term: July 1, 2022 – August 19, 2022 by 12:00 PM Noon

Renter agrees that space(s) shall be used only for the purpose as follows:

Daiwa Massage Chairs

Renter Agrees:

1. To be a Platinum Partner from July 15, 2022 – August 14, 2022 at the 2022 annual OC Fair.
2. To provide payment in the sum of FIFTEEN THOUSAND DOLLARS (\$15,000.00) as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule is as outlined on the Rental Agreement. Payment in full must be received no later than May 25, 2022.
3. To gain pre-approval from the District for use of 2022 OC Fair marks and logos, and that all display elements, materials and concepts provided by Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter logo as outlined herein for inclusion in advertising and signage no later than 5:00 PM on May 23, 2022.
5. That staff members shall comply with all requirements as follows:
 - a. No staff member will promote U.S. Jaclean, Inc. outside of designated space(s).
 - i. To only sell the following services/products at the location(s) indicated below.
 1. Daiwa Massage Chairs (product/service); POP #35 (location)
 - b. Each individual assigned a Working Vendor Badge is responsible for obtaining his or her credential from the badging office during scheduled operating hours.
 - c. All working staff accessing the 2022 OC Fair by Working Vendor Badge or Courtesy Credentials are required to submit proper paperwork, including Megan's Law Screening(s) to Tandem by June 17, 2022. Credentials to be obtained prior to the start of the 2022 OC Fair.

- d. Booth space(s) must be fully staffed by uniformed representatives by 10:30 AM and open to the public from 11:00 AM to at least 10:00 PM on each Wednesday and Thursday of the 2022 OC Fair dates, and open to the public from 11:00 AM to at least 11:00 PM on each Friday, Saturday and Sunday of the 2022 OC Fair dates.
- 6. To the understanding that mobile tours and other exhibitors may be located in close proximity to contractually designated space(s).
- 7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes and any other parameters as set forth by District staff prior to and during the term of this agreement.
- 8. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities, and to ensure display at all times within the parameters set forth by these organizations.
- 9. To provide Certificate of Insurance, fire safety training information, applicable certifications and permits, and to comply with all such requests as made by the District prior to, during and following the 2022 OC Fair.

District (OC Fair) Agrees:

- 1. To provide 150 square feet of space located in Parade of Products (POP #35).
- 2. To provide ten (10) 2022 OC Fair Working Vendor Badges per booth for working staff (10 total photo credentials).
- 3. To provide forty-six (46) 2022 OC Fair Working Credentials per booth for working staff (46 total working credentials).
- 4. To provide ten (10) 2022 OC Fair ("offsite") Parking Hang Tags per booth for working staff (10 total hang tags).
- 5. To provide one (1) 2022 OC Fair Vendor Lot Parking Hang Tag.
- 6. To provide one hundred (100) 2022 OC Fair General Admission Tickets (for business development).
- 7. To provide twenty (20) tickets to the Pacific Amphitheatre concerts (Terrace Level), a maximum of ten (10) performances (pre-order deadlines and availability restrictions apply).
- 8. To provide one (1) 36" round, branded floor decal to display in front of booth(s) POP #35; decal to be designed, produced and installed by District staff – logo to be provided by Renter.
- 9. To provide one (1) 4'x2' branded sign to display over booth(s) POP #35; signage to be designed, produced and installed by District staff – logo to be provided by Renter.
- 10. To provide access to one (1) complimentary Wi-Fi connection or DSL line for staff use at booth(s) POP #35.
- 11. To provide link to Renter website on applicable section of the 2022 OC Fair website. Website or public contact info, vendor description and logo must be received no later than June 6, 2022 for inclusion.
- 12. To provide general Platinum Partner Program banner ad in two (2) applicable OC Fair eBlast email(s) sent to more than 500,000 subscribers with a link to a detailed Platinum Partners list on the 2022 OC Fair website.
- 13. To provide recognition on Platinum Partner slide(s) shown on the outdoor screens at The Hangar building during the 2022 OC Fair. Content must be received by Monday, June 6, 2022 for inclusion.

U.S. Jaclean, Inc.
1816 W. 135th Street
Gardena, CA 90249

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

Patty Rodriguez, Trade Show Coordinator

Joan Hamill, Chief Business Development Officer

REVIEWED _____
APPROVED _____

AGREEMENT NO. 22728
DATE February 10, 2022

PLATINUM RENTAL AGREEMENT

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

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **FP #406, #506; CP #415, #515** depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **7/1/2022 and ends on 8/19/2022 by 12:00 noon. MONDAYS & TUESDAYS DARK DURING FAIR.**
2. Renter shall guarantee the payment of any damage to Association property, removal of all Renter property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair.
5. The purpose of occupancy shall be limited to (see attached *Products and Services*), and shall be for no other purpose whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Festival of Products	20' x 10'	Platinum Corner	\$20,000.00
Carnival of Products	16' x 10'	Platinum Corner	\$16,000.00
Vendor Application Fee			\$ 50.00

6. Renter agrees to pay to Association for the rights and privileges granted under this Agreement, the amounts and in the manner set forth below:

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/25/2022	\$18,025.00
Final Payment	5/25/2022	\$18,025.00
*Payments postmarked after the due date will be subject to a late fee of \$100		Total: \$36,050.00

7. **Signed Rental Agreement, First Payment and Certificate of Insurance are due on or before April 25, 2022.**
8. Association shall have the right to monitor any and all sales activity as well as gain access to the Premises.
9. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants, 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 damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
10. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright or other intellectual property rights of any third party.
11. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter any licenses or permits issued to Renter or its employees.

12. It is mutually agreed that this Agreement or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
13. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, hereto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties.
14. The Rules and Regulations attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply unless amended under Section 16 of this Agreement.
15. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interests of Association.
16. Renter shall abide by the additional terms and conditions indicated in the following Exhibits attached to this Agreement and incorporated by these references:

• Products and Services	Exhibit A
• Deal Points	Exhibit AA
• California Fair Services Authority Insurance Requirements	Exhibit B
• Standard Contract Terms and Conditions	Exhibit C
• Map of Fairgrounds Depicting Premises	Exhibit D
• Assembly Bill 1499	Exhibit F
• COVID-19 Infection Mitigation Protocol & Procedures Guidelines	Exhibit V
17. **Force Majeure:** If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.
18. **Special Provision:** By signing this Agreement, Renter agrees to abide by the Commercial Space and Concessions Program Handbook, which has been provided to Renter, and is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.
19. This agreement is not binding upon Association until it has been signed by its authorized representative and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

Lia Eleopoulos
Vector Marketing Corporation dba Cutco Cutlery
322 Houghton Avenue
Olean, NY 14760
Phone (714) 306-9781
Email events@cutco.com

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

Signature

Signature

Title

Chief Business Development Officer
Title

Date

Date

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
3. All temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises.
4. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
5. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the rights and privileges of others. Renter will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the carnival area.
6. Renter will post in a conspicuous manner at the front entrance to the concessions or exhibit, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
7. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions and exhibits must be clean, all coverings removed, and the concessions and exhibits ready for business each day at least one hour before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
8. All sound-producing devices used by Renter within or outside Premises must be of such a nature and must be so operated as not to cause annoyance or inconvenience to patrons or to other Concessionaires or Exhibitors. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission from Association.
9. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
10. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
11. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
12. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the Premises and owned or rented by Renter must be removed from the Premises by Renter, at Renter's own expense, no later than the date specified by Association. It is understood in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
13. No Renter will be permitted to sell or dispose of, anywhere on the Fairgrounds, alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.

14. All safety orders of the Division of Industrial Safety, Department of Industrial Relations must be strictly observed.
15. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of the-terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such term and condition.
16. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performances of the terms of this Agreement.
17. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
18. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment of property taxes levied on such interest.
19. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times.
20. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
21. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
22. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
23. Hazardous Agreements: All Agreements must be sent to California Fair Services Authority (CDSA) for review and verification of insurance requirements.
24. **By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**
25. **During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.**
26. **Hosting of this event in the above specified indoor or outdoor space is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the rental are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.**

Exhibit A

PRODUCTS AND OR SERVICES

Vector Marketing Corporation dba Cutco Cutlery

Location/Space: Festival of Products #406, #506;
Carnival of Products #415, #515

Agreement No: **22728**

Date: February 10, 2022

Cutco Products:

Household Cutlery
Culinary Tools
Cookware
Flatware
Sporting Knives
BBQ Tools
Garden Tools
Scissors
Kitchen Floor Mats



EXHIBIT AA - DEAL POINTS

AGREEMENT NO. 22728

Renter:

Vector Marketing Corporation dba Cutco Cutlery

Seller's Permit Number: 27-745710

Taxpayer ID Number: 23-2196408

322 Houghton Avenue

Olean, NY 14760

(714) 306-9781

Lia Eleopoulos, Authorized Independent Cutco Sales Representative

Space Description/Designation:

Festival of Products – FP #406, #506 (20' x 10') – See Exhibit D for map location

Carnival of Products – CP #415, #515 (16' x 10') – See Exhibit D for map location

Space Fee:

\$36,000

Term: July 1, 2022 – August 19, 2022 by 12:00 PM Noon

Renter agrees that space(s) shall be used only for the purpose as follows:

Cutco Products: Household Cutlery, Culinary Tools, Cookware, Flatware, Sporting Knives, BBQ Tools, Garden Tools, Scissors and Kitchen Floor Mats

Renter Agrees:

1. To be a Platinum Partner from July 15, 2022 – August 14, 2022 at the 2022 annual OC Fair.
2. To provide payment in the sum of THIRTY SIX THOUSAND DOLLARS (\$36,000.00) as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule is as outlined on the Rental Agreement. Payment in full must be received no later than May 25, 2022.
3. To gain pre-approval from the District for use of 2022 OC Fair marks and logos, and that all display elements, materials and concepts provided by Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter logo as outlined herein for inclusion in advertising and signage no later than 5:00 PM on May 23, 2022.
5. That staff members shall comply with all requirements as follows:
 - a. No staff member will promote Vector Marketing Corporation dba Cutco Cutlery outside of designated space(s).
 - i. To only sell the following services/products at the location(s) indicated below.
 1. Cutco Products: Household Cutlery, Culinary Tools, Cookware, Flatware, Sporting Knives, BBQ Tools, Garden Tools, Scissors and Kitchen Floor Mats (product/service); FP #406, #506; CP #415, #515 (location)
 - b. Each individual assigned a Working Vendor Badge is responsible for obtaining his or her credential from the badging office during scheduled operating hours.
 - c. All working staff accessing the 2022 OC Fair by Working Vendor Badge or Courtesy Credentials are required to submit proper paperwork, including Megan's Law Screening(s) to Tandem by June 17, 2022. Credentials to be obtained prior to the start of the 2022 OC Fair.

- d. Booth space(s) must be fully staffed by uniformed representatives by 10:30 AM and open to the public from 11:00 AM to at least 10:00 PM on each Wednesday and Thursday of the 2022 OC Fair dates, and open to the public from 11:00 AM to at least 11:00 PM on each Friday, Saturday and Sunday of the 2022 OC Fair dates.
- 6. To the understanding that mobile tours and other exhibitors may be located in close proximity to contractually designated space(s).
- 7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes and any other parameters as set forth by District staff prior to and during the term of this agreement.
- 8. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities, and to ensure display at all times within the parameters set forth by these organizations.
- 9. To provide Certificate of Insurance, fire safety training information, applicable certifications and permits, and to comply with all such requests as made by the District prior to, during and following the 2022 OC Fair.

District (OC Fair) Agrees:

- 1. To provide:
 - a. 200 square feet of space located in Festival of Products (FP #406, #506).
 - b. 160 square feet of space located in Carnival of Products (CP #415, #515).
- 2. To provide ten (10) 2022 OC Fair Working Vendor Badges per booth for working staff (20 total photo credentials).
- 3. To provide forty-six (46) 2022 OC Fair Working Credentials per booth for working staff (92 total working credentials).
- 4. To provide ten (10) 2022 OC Fair ("offsite") Parking Hang Tags per booth for working staff (20 total hang tags).
- 5. To provide one (1) 2022 OC Fair Vendor Lot Parking Hang Tag.
- 6. To provide one hundred (100) 2022 OC Fair General Admission Tickets (for business development).
- 7. To provide twenty (20) tickets to the Pacific Amphitheatre concerts (Terrace Level), a maximum of ten (10) performances (pre-order deadlines and availability restrictions apply).
- 8. To provide one (1) 36" round, branded floor decal to display in front of booth(s) FP #406, #506; CP #415, #515; decal to be designed, produced and installed by the District staff – logo to be provided by Renter.
- 9. To provide one (1) 4'x2' branded sign to display over booth(s) FP #406, #506; CP #415, #515; signage to be designed, produced and installed by the District staff – logo to be provided by Renter.
- 10. To provide access to one (1) complimentary Wi-Fi connection or DSL line for staff use at booth(s) FP #406, #506; CP #415, #515.
- 11. To provide link to Renter website on applicable section of the 2022 OC Fair website. Website or public contact info, vendor description and logo must be received no later than June 6, 2022 for inclusion.
- 12. To provide general Platinum Partner Program banner ad in two (2) applicable OC Fair eBlast email(s) sent to more than 500,000 subscribers with a link to a detailed Platinum Partners list on the 2022 OC Fair website.
- 13. To provide recognition on Platinum Partner slide(s) shown on the outdoor screens at The Hangar building during the 2022 OC Fair. Content must be received by Monday, June 6, 2022 for inclusion.

Vector Marketing Corporation
 dba Cutco Cutlery
 322 Houghton Avenue
 Olean, NY 14760

32nd District Agricultural Association
 88 Fair Drive
 Costa Mesa, CA 92626

Lia Eleopoulos, Authorized Independent
 Cutco Sales Representative

Joan Hamill, Chief Business Development Officer