

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

1 of 2

**NEW**

CONTRACT #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
22 IO-FE 31	Kids Give to Kids	Imaginology	Exhibitor	Country Meadows	4/8-10/2022	\$0.00
R-017-22	Englebrecht Promotions & Events	Fight Club OC	Competition/Tournament (COM)	The Hangar	06/01/22-06/02/22	\$15,901.25
R-026-22	Gem Faire, Inc.	Gem Faire	Consumer Show (CON)	Costa Mesa Building (#10), Main Mall, Santa Ana Pavilion (Parade of Products)	05/11/22-05/16/22	\$55,601.50
R-031-22	United Scottish Society, Inc.	Scottish Fest	Cultural Festival (CULTU)	Action Sports Arena, Anaheim Building (#16), Baja Blues Restaurant, Campground, Costa Mesa Building (#10), Country Meadows, Courtyard, Crafters Village, Festival Field Asphalt, Festival Field Grass, Huntington Beach Building (#12), Livestock Lane, Los Alamitos Building (#14), Main Mall, OC Promenade (Span), Park Plaza, Parking Lot I, Santa Ana Pavilion (Parade of Products), South Lawn, The Hangar	05/25/22-05/30/22	\$93,899.50
R-033-22	Adcom Publishing Inc. - BrideWorld Expo	Adcom Publishing Inc. - BrideWorld Expo	Consumer Show (CON)	Los Alamitos Building (#14), OC Promenade (Span)	06/11/22-06/12/22	\$11,441.50
R-059-22	Share Our Selves	SOS Wild & Crazy Taco Night	Fundraiser (FUNR)	Plaza Pacifica	05/19/22	\$8,284.50
R-078-22	International Speedway, Inc.	2022 Speedway Season	Competition/Tournament (COM)	Action Sports Arena, Baja Blues Restaurant, Parking Lot I	May - October 2022	\$71,524.00
R-079-22	Bugorama Promotions	The So-Cal Classic	Consumer Show (CON)	Parking Lot A (South)	06/04/22-06/06/22	\$16,209.00
R-080-22	March of Dimes, Inc.	March of Dimes - March for Babies	Festival (FST)	Parking Lot D	05/06/22-05/07/22	\$12,050.25
R-086-22	Orange County Wine Society	OCWS - Spring Membership Event	Party (PAR)	Courtyard	05/07/22	\$2,499.00
R-087-22	The Conventions Company LLC	California Sneaker Convention	Consumer Show (CON)	Costa Mesa Building (#10)	05/06/22-05/07/22	\$16,717.50
R-088-22	Race Service LLC	Speedway Film Shoot	Film Shoot (FILS)	Action Sports Arena	04/03/22	\$1,762.00
R-089-22	Ipsos Insight, LLC	Ipsos Insight, LLC	Research & Development (RD)	Huntington Beach Building (#12)	05/19/22-05/24/22	\$40,309.50
R-090-22	SLD LLC	The Original O.C. Swap Meet	Consumer Show (CON)	Parking Lot D	05/14/22	\$9,515.50
R-091-22	Incuplace, LLC	626 Night Market	Food Festival (FOODF)	OC Promenade (Span), Parking Lot I	05/04/22-05/09/22	\$163,985.25
R-092-22	Incuplace, LLC	626 Night Market	Food Festival (FOODF)	OC Promenade (Span), Parking Lot I	05/11/22-05/16/22	\$158,815.25

**OC FAIR & EVENT CENTER  
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APRIL 2022**

2 of 2

**NEW**

CONTRACT #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-094-22	Herpetorama, Inc.	Repticon	Consumer Show (CON)	The Hangar	06/17/22-06/20/22	\$22,774.50
R-095-22	First Class Events	Millikan High School Prom	Prom/Formal (PRH)	The Hangar	05/20/22-05/22/22	\$14,228.00
R-096-22	Tex*us Guitar Shows, Inc.	SoCAL World Guitar Show	Consumer Show (CON)	The Hangar	06/03/22-06/06/22	\$17,708.00
R-097-22	California Online Public Schools	California Connections Academy End of Year Festival	Banquet (BAN)	Country Meadows, Huntington Beach Building (#12), Santa Ana Pavilion (Parade of Products)	06/07/22	\$18,053.00
R-098-22	SLD LLC	Michelada Throwdown	Consumer Show (CON)	Plaza Pacifica	06/11/22	\$11,563.00
R-099-22	SLD LLC	The Original O.C. Swap Meet	Consumer Show (CON)	Parking Lot D	06/12/22	\$9,515.50
R-103-22	Orange Coast College	Commencement Ceremony	Other (OTH)	Pacific Amphitheatre, Parking Lot F	5/25/22-5/27/22	\$57,653.72

**AMENDMENTS**

CONTRACT #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-042-22 (Amend. #1)	Pangea Laboratory LLC	COVID Testing <i>Amended: Extended covid testing</i>	Other (OTH)	Parking Lot E	04/02/22-06/10/22	\$26,250.00
R-059-22 (Amend. #1)	Share Our Selves	SOS Wild & Crazy Taco Night <i>Amended: Added parking buyout</i>	Fundraiser (FUNR)	Plaza Pacifica	05/19/22	\$11,284.50
R-073-22 (Amend. #1)	Construction Industry Education Foundation	Design Build Competition 2022 <i>Amended: Added paring buyout</i>	Competition/Tournament (COM)	Parking Lot A (South)	04/05/22-04/07/22	\$4,000.00
R-075-22 (Amend. #1)	Cool Events LLC	Bubble Run & Foam Glow 5K <i>Amended: Added equipment and personnel for removal of fence panels in parking lot</i>	Other (OTH)	Parking Lot G, Parking Lot I	04/15/22-04/17/22	\$2,448.00
R-075-22 (Amend. #2)	Cool Events LLC	Bubble Run & Foam Glow 5K <i>Amended: Added additional load in day and equipment</i>	Other (OTH)	Parking Lot G	04/14/22-04/16/22	\$2,850.00
R-089-22 (Amend. #1)	Ipsos Insight, LLC	Ipsos Insight, LLC <i>Amended: Added additional building to event</i>	Research & Development (RD)	1/2 Courtyard, Huntington Beach Building (#12)	05/19/22-05/24/22	42,784.50

FORM F-31

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

AGREEMENT NO. **R-017-22**

DATE **March 28, 2022**

FAIRTIME

INTERIM **XX**

### **RENTAL AGREEMENT**

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

#### **WITNESSETH:**

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

**June 1 - 2, 2022**

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

**See Exhibit A**

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

**Fight Club OC**

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

**\$15,901.25**

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

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

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

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

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

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

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

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

# EXHIBIT A

Event Information				
<b>Event Name:</b>	Fight Club OC	<b>Contract No:</b>	R-017-22	
<b>Contact Person:</b>	Roy Englebrecht	<b>Phone:</b>	(949) 235-6155	
<b>Event Date:</b>	06/02/2022	<b>Hours:</b>	Happy Hour (Baja Blues):	5:30 PM - 6:30 PM
			Doors:	6:00 PM
<b>Admission Price:</b>	Adult: \$40.00 - \$80.00		Event:	7:00 PM - 10:00 PM
<b>Vehicle Parking Fee:</b>	\$10.00 General Parking	<b>Projected Attendance:</b>	1,200	

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Wednesday			
The Hangar	06/01/2022 06:00 AM - 11:59 PM	Move In	550.00
Thursday			
The Hangar	06/02/2022 05:30 PM - 10:00 PM	Event	2,150.00
Total:			2,700.00

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

Move out must be completed by 11:59 PM Thursday - June 2, 2022 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
25 MB Internet - Hard Line	06/02/2022	1.00	EA	250.00	EA/DAY	250.00
100 Amp Drop	Estimate 2	2.00	EA	180.00	EA	360.00
200 Amp Drop	As Needed Per Request	TBD	EA	360.00	EA	TBD
Barricade (Plastic)	Flat Rate (Delivery & Pick Up Only, No Set Up)	1.00	EA	200.00	FLAT	200.00
Bleacher (100 Seat Section)	Estimate 3	3.00	EA	200.00	EA	600.00
Cable Ramp	TBD	TBD	EA	15.00	EA	TBD
Chair (Individual)	Estimate 300	300.00	EA	1.00	EA	300.00
Chair (Tied)	Estimate 1,000	1,000.00	EA	2.00	EA	2,000.00
Dumpster	Estimate 6	6.00	EA	19.00	EA	114.00
Electrical Splitter Box	TBD	TBD	EA	55.00	EA	TBD
Electrical Usage Rate	Estimate Only	1.00	EA	200.00	EVT	200.00
Folding Table (Rectangular)	Estimate 2	2.00	EA	15.00	EA	30.00
Forklift	Estimate 6 Hours	6.00	HR	75.00	HR	450.00
Man Lift	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
Marquee Board	05/27/2022 - 06/02/2022	1.00	WK	Included		Included
Portable Electronic Message Board	06/02/2022	2.00	EA	75.00	EA/DAY	150.00
Projector and Screen	06/02/2022	1.00	EA	1,500.00	EA/DAY	1,500.00
Scissor Lift	Estimate 2 Hours	2.00	HR	75.00	HR	150.00
Stanchion	Estimate 40	40.00	EA	1.00	EA	40.00
Sweeper (In-House)	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
Trussing Unit	TBD	TBD	EA	100.00	EA	TBD
Wireless Internet Router	Estimate 2	2.00	EA	75.00	EA	150.00
<b>Total:</b>						<b>6,944.00</b>

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant	Estimate 16 Hours	16.00	HR	26.00	HR	416.00
Electrician	Estimate 2 Hours	2.00	HR	65.00	HR	130.00

# EXHIBIT A

## Event Information

### Event Day

Grounds Attendant Lead	06/02/2022 05:30PM - 10:00PM	1.00	EA	31.00	HR	139.50
Grounds Attendant	06/02/2022 05:30PM - 10:00PM	2.00	EA	26.00	HR	234.00
Janitorial Attendant	06/02/2022 05:30PM - 10:00PM	2.00	EA	26.00	HR	234.00
Electrician	06/02/2022 05:30PM - 10:00PM	1.00	EA	65.00	HR	292.50

### Clean Up

Grounds Attendant Lead	Estimate 5 Hours	5.00	HR	31.00	HR	155.00
Grounds Attendant	Estimate 10 Hours	10.00	HR	26.00	HR	260.00
Janitorial Attendant	Estimate 4 Hours	4.00	HR	26.00	HR	104.00
Electrician	Estimate 2 Hours	2.00	HR	65.00	HR	130.00

### Event Sales & Services

Event Coordinator	06/02/2022 05:30PM - 10:00PM	1.00	EA	51.50	HR	231.75
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### Parking

Parking Attendant	Estimate 4 Hours	4.00	HR	26.00	HR	104.00
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### Safety & Security

Security Attendant Lead	06/02/2022 06:15PM - 10:45PM	1.00	EA	31.00	HR	139.50
Security Attendant	06/02/2022 04:30PM - 09:00PM	2.00	EA	26.00	HR	234.00
Security Attendant	06/02/2022 06:15PM - 10:45PM	5.00	EA	26.00	HR	585.00

### Technology

Technology Attendant	Estimate 1 Hour	1.00	HR	51.50	HR	51.50
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### Outside Services

Emergency Medical Services	06/02/2022 05:00PM - 10:30PM	2.00	EA	27.00	HR	297.00
Orange County Sheriff Services	Estimate Only	1.00	EA	1,400.00	EVT	1,400.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	225.00	EVT	225.00

**Total: 5,757.25**

### Summary

Facility Rental Total	\$2,700.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$12,701.25
Refundable Deposit	\$500.00

**Grand Total: \$15,901.25**

### Payment Schedule

#### Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	05/18/2022	\$7,950.75
Second Payment	05/25/2022	\$7,950.50
<b>Total:</b>		<b>\$15,901.25</b>

Please Remit Payment in \*Check Only\*

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

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

# EXHIBIT A

## Event Information

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

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

### **BOOKING PROTECTION**

In an effort to ensure that no two (2) similar combative sports events take place in The Hangar in close proximity to regularly scheduled Fight Club OC shows throughout the entire 2022 Season, the OCFEC shall not book fight events with any other promoter within the two (2) week period prior and/or after scheduled Fight Club OC event dates.

### **CANNABIS EVENTS**

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

### **CHAIRS**

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

### **COMPLIMENTARY PARKING PASSES**

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

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

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

### **EXHIBIT V**

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

### **FUTURE TERMS**

Future terms and agreements subject to change.

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

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

### **RECYCLING / SB 1383**

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

# EXHIBIT A

## Event Information

### SOUND ORDINANCE

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

### STATE FIRE MARSHAL

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



FORM F-31

AGREEMENT NO. **R-026-22**

REVIEWED \_\_\_\_\_

DATE **March 22, 2022**

FAIRTIME

INTERIM **XX**

APPROVED \_\_\_\_\_

### **RENTAL AGREEMENT**

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

#### **WITNESSETH:**

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

**May 11 - 16, 2022**

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

#### **See Exhibit A**

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

#### **Gem Faire**

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

**\$55,601.50**

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

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

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

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

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

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

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

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

# EXHIBIT A

Event Information				
Event Name:	Gem Faire	Contract No:	R-026-22	
Contact Person:	Allen Van Volkinburgh	Phone:	(503) 252-8300	
Event Date:	05/13/2022 - 05/15/2022	Hours:	Friday Wholesale:	10:00 AM - 12:00 PM
			Friday:	12:00 PM - 6:00 PM
			Saturday:	10:00 AM - 6:00 PM
Admission Price:	Adult: \$7 weekend pass (discount coupon online)		Sunday:	10:00 AM - 5:00 PM
	Child: Under 12 Free			
Vehicle Parking Fee:	\$10.00 General Parking	Projected Attendance:	4,500	

Facility Rental Fees				
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>	
<b>Wednesday</b>				
Costa Mesa Building (#10)	05/11/2022 08:00 AM - 08:00 PM	Move In	2,300.00	
¼ Main Mall	05/11/2022 08:00 AM - 08:00 PM	Move In	225.00	
Santa Ana Pavilion (Parade of Products)	05/11/2022 08:00 AM - 08:00 PM	Move In	1,100.00	
<b>Thursday</b>				
Costa Mesa Building (#10)	05/12/2022 08:00 AM - 08:00 PM	Move In	2,300.00	
¼ Main Mall	05/12/2022 08:00 AM - 08:00 PM	Move In	225.00	
Santa Ana Pavilion (Parade of Products)	05/12/2022 08:00 AM - 08:00 PM	Move In	1,100.00	
<b>Friday</b>				
Costa Mesa Building (#10)	05/13/2022 10:00 AM - 06:00 PM	Event	4,600.00	
¼ Main Mall	05/13/2022 10:00 AM - 06:00 PM	Event	450.00	
Santa Ana Pavilion (Parade of Products)	05/13/2022 10:00 AM - 06:00 PM	Event	2,200.00	
<b>Saturday</b>				
Costa Mesa Building (#10)	05/14/2022 10:00 AM - 06:00 PM	Event	4,600.00	
¼ Main Mall	05/14/2022 10:00 AM - 06:00 PM	Event	450.00	
Santa Ana Pavilion (Parade of Products)	05/14/2022 10:00 AM - 06:00 PM	Event	2,200.00	
<b>Sunday</b>				
Costa Mesa Building (#10)	05/15/2022 10:00 AM - 05:00 PM	Event	4,600.00	
¼ Main Mall	05/15/2022 10:00 AM - 05:00 PM	Event	450.00	
Santa Ana Pavilion (Parade of Products)	05/15/2022 10:00 AM - 05:00 PM	Event	2,200.00	
<b>Monday</b>				
Costa Mesa Building (#10)	05/16/2022 08:00 AM - 12:00 PM	Move Out	No Charge	
¼ Main Mall	05/16/2022 08:00 AM - 12:00 PM	Move Out	No Charge	
Santa Ana Pavilion (Parade of Products)	05/16/2022 08:00 AM - 12:00 PM	Move Out	No Charge	
<b>Total:</b>			<b>29,000.00</b>	

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

Move out must be completed by 12:00 PM Monday - May 16, 2022 to avoid additional charges.

Estimated Equipment Fees					
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>	<u>Actual</u>
20 Amp Drop	TBD	TBD	EA	25.00 EA	TBD
50 Amp Drop	Estimate 9	9.00	EA	70.00 EA	630.00
Barricade (Metal)	Estimate 55	55.00	EA	15.00 EA	825.00
Cable Ramp	Estimate 2	2.00	EA	15.00 EA	30.00
Dumpster	Estimate 33	33.00	EA	19.00 EA	627.00
Electrical Splitter Box	Estimate 22	22.00	EA	55.00 EA	1,210.00

# EXHIBIT A

Event Information						
Electrical Usage	Estimate Only	1.00	EA	3,300.00	EVT	3,300.00
Forklift	Estimate 7 Hours	7.00	HR	75.00	HR	525.00
Man Lift	Estimate 7 Hours	7.00	HR	75.00	HR	525.00
Marquee Board	04/18/2022 - 05/15/2022	4.00	WK	Included		Included
Portable Electronic Message Board	05/13/2022 - 05/15/2022	2.00	EA	75.00	EA/DAY	450.00
Public Address System (Per Building)	05/13/2022 - 05/15/2022	1.00	EA	75.00	EA/DAY	225.00
Scissor Lift	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
Sweeper (In-House)	Estimate 9 Hours	9.00	HR	75.00	HR	675.00
Ticket Booth (Double Window)	Estimate 1	1.00	EA	100.00	EA	100.00
Trussing Unit	Estimate 2	2.00	EA	100.00	EA	200.00
Umbrella w/Stand	TBD	TBD	EA	15.00	EA	TBD

**Total: 9,547.00**

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
<b>Set Up</b>						
Grounds Attendant	Estimate 8 Hours	8.00	HR	26.00	HR	208.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	26.00	HR	208.00
Electrician	Estimate 11 Hours	11.00	HR	65.00	HR	715.00
<b>Event Day</b>						
Grounds Attendant Lead	05/13/2022 09:00AM - 06:00PM	1.00	EA	31.00	HR	279.00
Grounds Attendant	05/13/2022 09:00AM - 06:00PM	2.00	EA	26.00	HR	468.00
Janitorial Attendant	05/13/2022 09:00AM - 06:00PM	2.00	EA	26.00	HR	468.00
Grounds Attendant Lead	05/14/2022 09:00AM - 06:00PM	1.00	EA	31.00	HR	279.00
Grounds Attendant	05/14/2022 09:00AM - 06:00PM	2.00	EA	26.00	HR	468.00
Janitorial Attendant	05/14/2022 09:00AM - 06:00PM	2.00	EA	26.00	HR	468.00
Grounds Attendant Lead	05/15/2022 09:00AM - 05:00PM	1.00	EA	31.00	HR	248.00
Grounds Attendant	05/15/2022 09:00AM - 05:00PM	2.00	EA	26.00	HR	416.00
Janitorial Attendant	05/15/2022 09:00AM - 05:00PM	2.00	EA	26.00	HR	416.00
<b>Clean Up</b>						
Grounds Attendant Lead	Estimate 5 Hours	5.00	HR	31.00	HR	155.00
Grounds Attendant	Estimate 15 Hours	15.00	HR	26.00	HR	390.00
Janitorial Attendant	Estimate 10 Hours	10.00	HR	26.00	HR	260.00
Electrician	Estimate 10 Hours	10.00	HR	65.00	HR	650.00
<u>Event Sales &amp; Services</u>						
Event Coordinator	05/13/2022 09:00AM - 06:00PM	1.00	EA	51.50	HR	463.50
Event Coordinator	05/14/2022 09:00AM - 06:00PM	1.00	EA	51.50	HR	463.50
Event Coordinator	05/15/2022 09:00AM - 05:00PM	1.00	EA	51.50	HR	412.00
<b>Parking</b>						
Parking Attendant Lead	Estimate 9 Hours	9.00	HR	31.00	HR	279.00
Parking Attendant	Estimate 18 Hours	18.00	HR	26.00	HR	468.00
<u>Safety &amp; Security</u>						
Security Attendant	05/12/2022 09:45AM - 06:00PM	4.00	EA	26.00	HR	858.00
Security Attendant - Overnight	05/12/2022 06:00PM - 07:00AM	2.00	EA	26.00	HR	676.00

# EXHIBIT A

Event Information						
Security Attendant - Daytime	05/13/2022 07:00AM - 12:00PM	2.00	EA	26.00	HR	260.00
Security Attendant - Daytime	05/13/2022 10:00AM - 06:00PM	2.00	EA	26.00	HR	416.00
Security Attendant - Overnight	05/13/2022 06:00PM - 07:00AM	2.00	EA	26.00	HR	676.00
Security Attendant	05/14/2022 07:00AM - 12:00PM	1.00	EA	26.00	HR	130.00
Security Attendant - Daytime	05/14/2022 10:00AM - 06:00PM	2.00	EA	26.00	HR	416.00
Security Attendant - Overnight	05/14/2022 06:00PM - 07:00AM	2.00	EA	26.00	HR	676.00
Security Attendant	05/15/2022 07:00AM - 12:00PM	1.00	EA	26.00	HR	130.00
Security Attendant - Daytime	05/15/2022 10:00AM - 06:00PM	2.00	EA	26.00	HR	416.00
Security Attendant	05/15/2022 04:00PM - 09:00PM	4.00	EA	26.00	HR	520.00
<b><u>Technology</u></b>						
Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00
<b><u>Outside Services</u></b>						
Emergency Medical Services	05/13/2022 09:30AM - 06:30PM	2.00	EA	27.00	HR	486.00
Emergency Medical Services	05/14/2022 09:30AM - 06:30PM	2.00	EA	27.00	HR	486.00
Emergency Medical Services	05/15/2022 09:30AM - 05:30PM	2.00	EA	27.00	HR	432.00
Orange County Sheriff Services	Estimate Only	1.00	EA	1,000.00	EVT	1,000.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
<b>Total:</b>						<b>16,254.50</b>

## Summary

Facility Rental Total	\$29,000.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$25,801.50
Refundable Deposit	\$800.00
<b>Grand Total:</b>	<b>\$55,601.50</b>

## Payment Schedule

<b><u>Payment Schedule</u></b>	<b><u>Due Date</u></b>	<b><u>Amount</u></b>
First Payment	<i>Upon Signing</i>	\$55,601.50
<b>Total:</b>		<b>\$55,601.50</b>

Please Remit Payment in \*Check Only\*

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

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

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

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

# EXHIBIT A

## Event Information

### CANNABIS EVENTS

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

### CANOPIES / TENTS

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

### EVENT PROGRAM POLICIES AND PROCEDURES

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

### EXHIBIT V

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

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

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

### RECYCLING / SB 1383

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

### SOUND ORDINANCE

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

### STATE FIRE MARSHAL

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

FORM F-31

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

AGREEMENT NO. **R-031-22**

DATE **April 7, 2022**

FAIRTIME

INTERIM **XX**

### **RENTAL AGREEMENT**

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

#### **WITNESSETH:**

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

**May 25 - 30, 2022**

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

#### **See Exhibit A**

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

#### **Scottish Fest**

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

**\$95,800.50**

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

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

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

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

**United Scottish Society, Inc.**  
**P.O. Box 2237**  
**Palos Verdes, CA 90274**

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

By:\_\_\_\_\_Date:\_\_\_\_\_  
**Title: Tom Reoch, President**

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



# EXHIBIT A

Event Information				
Event Name:	Scottish Fest		Contract No:	R-031-22
Contact Person:	Tom Reoch		Phone:	(310) 813-9127
Event Date:	05/28/2022 - 05/29/2022		Hours:	Saturday & Sunday: 9:00 AM - 6:00 PM
Admission Price:	One Day Adult: \$30.00	One Day Senior: \$26.00	One Day Child: \$5.00	Children 4 & Under: Free
	Two Day Adult: \$40.00	Two Day Senior: \$32.00	Two Day Child: \$6.00	
Vehicle Parking Fee:	\$10.00 General Parking		Projected Attendance:	15,800

Facility Rental Fees				
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>	
<b>Wednesday</b>				
Action Sports Arena	05/25/2022 06:00 AM - 11:59 PM	Rental Drop Off	*See Facility Fee	
Anaheim Building (#16)	05/25/2022 06:00 AM - 11:59 PM	Rental Drop Off	*See Facility Fee	
Baja Blues Restaurant	05/25/2022 06:00 AM - 11:59 PM	Rental Drop Off	*See Facility Fee	
Campground	05/25/2022 06:00 AM - 11:59 PM	Rental Drop Off	*See Facility Fee	
Costa Mesa Building (#10)	05/25/2022 06:00 AM - 11:59 PM	Rental Drop Off	*See Facility Fee	
Country Meadows	05/25/2022 06:00 AM - 11:59 PM	Rental Drop Off	*See Facility Fee	
Courtyard	05/25/2022 06:00 AM - 11:59 PM	Rental Drop Off	*See Facility Fee	
Crafters Village	05/25/2022 06:00 AM - 11:59 PM	Rental Drop Off	*See Facility Fee	
Festival Field Asphalt	05/25/2022 06:00 AM - 11:59 PM	Rental Drop Off	*See Facility Fee	
Festival Field Grass	05/25/2022 06:00 AM - 11:59 PM	Rental Drop Off	*See Facility Fee	
Huntington Beach Building (#12)	05/25/2022 06:00 AM - 11:59 PM	Rental Drop Off	*See Facility Fee	
Livestock Lane	05/25/2022 06:00 AM - 11:59 PM	Rental Drop Off	*See Facility Fee	
Los Alamitos Building (#14)	05/25/2022 06:00 AM - 11:59 PM	Rental Drop Off	*See Facility Fee	
Main Mall	05/25/2022 06:00 AM - 11:59 PM	Rental Drop Off	*See Facility Fee	
OC Promenade (Span)	05/25/2022 06:00 AM - 11:59 PM	Rental Drop Off	*See Facility Fee	
Park Plaza	05/25/2022 06:00 AM - 11:59 PM	Rental Drop Off	*See Facility Fee	
Parking Lot I	05/25/2022 06:00 AM - 11:59 PM	Rental Drop Off	*See Facility Fee	
Santa Ana Pavilion (Parade of Products)	05/25/2022 06:00 AM - 11:59 PM	Rental Drop Off	*See Facility Fee	
South Lawn	05/25/2022 06:00 AM - 11:59 PM	Rental Drop Off	*See Facility Fee	
The Hangar	05/25/2022 06:00 AM - 11:59 PM	Rental Drop Off	*See Facility Fee	
<b>Thursday</b>				
Action Sports Arena	05/26/2022 06:00 AM - 11:59 PM	Move In	*See Facility Fee	
Anaheim Building (#16)	05/26/2022 06:00 AM - 11:59 PM	Move In	*See Facility Fee	
Baja Blues Restaurant	05/26/2022 06:00 AM - 11:59 PM	Move In	*See Facility Fee	
Campground	05/26/2022 06:00 AM - 11:59 PM	Move In	*See Facility Fee	
Costa Mesa Building (#10)	05/26/2022 06:00 AM - 11:59 PM	Move In	*See Facility Fee	
Country Meadows	05/26/2022 06:00 AM - 11:59 PM	Move In	*See Facility Fee	
Courtyard	05/26/2022 06:00 AM - 11:59 PM	Move In	*See Facility Fee	
Crafters Village	05/26/2022 06:00 AM - 11:59 PM	Move In	*See Facility Fee	
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Huntington Beach Building (#12)	05/26/2022 06:00 AM - 11:59 PM	Move In	*See Facility Fee	
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Los Alamitos Building (#14)	05/26/2022 06:00 AM - 11:59 PM	Move In	*See Facility Fee	
Main Mall	05/26/2022 06:00 AM - 11:59 PM	Move In	*See Facility Fee	
OC Promenade (Span)	05/26/2022 06:00 AM - 11:59 PM	Move In	*See Facility Fee	
Park Plaza	05/26/2022 06:00 AM - 11:59 PM	Move In	*See Facility Fee	
Parking Lot I	05/26/2022 06:00 AM - 11:59 PM	Move In	*See Facility Fee	
Santa Ana Pavilion (Parade of Products)	05/26/2022 06:00 AM - 11:59 PM	Move In	*See Facility Fee	
South Lawn	05/26/2022 06:00 AM - 11:59 PM	Move In	*See Facility Fee	
The Hangar	05/26/2022 06:00 AM - 11:59 PM	Move In	*See Facility Fee	

# EXHIBIT A

## Event Information

### Friday

Action Sports Arena	05/27/2022 06:00 AM - 11:59 PM	Move In	*See Facility Fee
Anaheim Building (#16)	05/27/2022 06:00 AM - 11:59 PM	Move In	*See Facility Fee
Baja Blues Restaurant	05/27/2022 06:00 AM - 11:59 PM	Move In	*See Facility Fee
Campground	05/27/2022 06:00 AM - 11:59 PM	Move In	*See Facility Fee
Costa Mesa Building (#10)	05/27/2022 06:00 AM - 11:59 PM	Move In	*See Facility Fee
Country Meadows	05/27/2022 06:00 AM - 11:59 PM	Move In	*See Facility Fee
Courtyard	05/27/2022 06:00 AM - 11:59 PM	Move In	*See Facility Fee
Crafters Village	05/27/2022 06:00 AM - 11:59 PM	Move In	*See Facility Fee
Festival Field Asphalt	05/27/2022 06:00 AM - 11:59 PM	Move In	*See Facility Fee
Festival Field Grass	05/27/2022 06:00 AM - 11:59 PM	Move In	*See Facility Fee
Huntington Beach Building (#12)	05/27/2022 06:00 AM - 11:59 PM	Move In	*See Facility Fee
Livestock Lane	05/27/2022 06:00 AM - 11:59 PM	Move In	*See Facility Fee
Los Alamitos Building (#14)	05/27/2022 06:00 AM - 11:59 PM	Move In	*See Facility Fee
Main Mall	05/27/2022 06:00 AM - 11:59 PM	Move In	*See Facility Fee
OC Promenade (Span)	05/27/2022 06:00 AM - 11:59 PM	Move In	*See Facility Fee
Park Plaza	05/27/2022 06:00 AM - 11:59 PM	Move In	*See Facility Fee
Parking Lot I	05/27/2022 06:00 AM - 11:59 PM	Move In	*See Facility Fee
Santa Ana Pavilion (Parade of Products)	05/27/2022 06:00 AM - 11:59 PM	Move In	*See Facility Fee
South Lawn	05/27/2022 06:00 AM - 11:59 PM	Move In	*See Facility Fee
The Hangar	05/27/2022 06:00 AM - 11:59 PM	Move In	*See Facility Fee

### Saturday

Action Sports Arena	05/28/2022 09:00 AM - 06:00 PM	Event	*See Facility Fee
Anaheim Building (#16)	05/28/2022 09:00 AM - 06:00 PM	Event	*See Facility Fee
Baja Blues Restaurant	05/28/2022 09:00 AM - 06:00 PM	Event	*See Facility Fee
Campground	05/28/2022 09:00 AM - 06:00 PM	Event	*See Facility Fee
Costa Mesa Building (#10)	05/28/2022 09:00 AM - 06:00 PM	Event	*See Facility Fee
Country Meadows	05/28/2022 09:00 AM - 06:00 PM	Event	*See Facility Fee
Courtyard	05/28/2022 09:00 AM - 06:00 PM	Event	*See Facility Fee
Crafters Village	05/28/2022 09:00 AM - 06:00 PM	Event	*See Facility Fee
Festival Field Asphalt	05/28/2022 09:00 AM - 06:00 PM	Event	*See Facility Fee
Festival Field Grass	05/28/2022 09:00 AM - 06:00 PM	Event	*See Facility Fee
Huntington Beach Building (#12)	05/28/2022 09:00 AM - 06:00 PM	Event	*See Facility Fee
Livestock Lane	05/28/2022 09:00 AM - 06:00 PM	Event	*See Facility Fee
Los Alamitos Building (#14)	05/28/2022 09:00 AM - 06:00 PM	Event	*See Facility Fee
Main Mall	05/28/2022 09:00 AM - 06:00 PM	Event	*See Facility Fee
OC Promenade (Span)	05/28/2022 09:00 AM - 06:00 PM	Event	*See Facility Fee
Park Plaza	05/28/2022 09:00 AM - 06:00 PM	Event	*See Facility Fee
Parking Lot I	05/28/2022 09:00 AM - 06:00 PM	Event	*See Facility Fee
Santa Ana Pavilion (Parade of Products)	05/28/2022 09:00 AM - 06:00 PM	Event	*See Facility Fee
South Lawn	05/28/2022 09:00 AM - 06:00 PM	Event	*See Facility Fee
The Hangar	05/28/2022 09:00 AM - 06:00 PM	Event	*See Facility Fee

### Sunday

Action Sports Arena	05/29/2022 09:00 AM - 06:00 PM	Event	*See Facility Fee
Anaheim Building (#16)	05/29/2022 09:00 AM - 06:00 PM	Event	*See Facility Fee
Baja Blues Restaurant	05/29/2022 09:00 AM - 06:00 PM	Event	*See Facility Fee
Campground	05/29/2022 09:00 AM - 06:00 PM	Event	*See Facility Fee
Costa Mesa Building (#10)	05/29/2022 09:00 AM - 06:00 PM	Event	*See Facility Fee
Country Meadows	05/29/2022 09:00 AM - 06:00 PM	Event	*See Facility Fee
Courtyard	05/29/2022 09:00 AM - 06:00 PM	Event	*See Facility Fee

# EXHIBIT A

Event Information				
Crafters Village	05/29/2022 09:00 AM - 06:00 PM	Event	*See Facility Fee	
Festival Field Asphalt	05/29/2022 09:00 AM - 06:00 PM	Event	*See Facility Fee	
Festival Field Grass	05/29/2022 09:00 AM - 06:00 PM	Event	*See Facility Fee	
Huntington Beach Building (#12)	05/29/2022 09:00 AM - 06:00 PM	Event	*See Facility Fee	
Livestock Lane	05/29/2022 09:00 AM - 06:00 PM	Event	*See Facility Fee	
Los Alamitos Building (#14)	05/29/2022 09:00 AM - 06:00 PM	Event	*See Facility Fee	
Main Mall	05/29/2022 09:00 AM - 06:00 PM	Event	*See Facility Fee	
OC Promenade (Span)	05/29/2022 09:00 AM - 06:00 PM	Event	*See Facility Fee	
Park Plaza	05/29/2022 09:00 AM - 06:00 PM	Event	*See Facility Fee	
Parking Lot I	05/29/2022 09:00 AM - 06:00 PM	Event	*See Facility Fee	
Santa Ana Pavilion (Parade of Products)	05/29/2022 09:00 AM - 06:00 PM	Event	*See Facility Fee	
South Lawn	05/29/2022 09:00 AM - 06:00 PM	Event	*See Facility Fee	
The Hangar	05/29/2022 09:00 AM - 06:00 PM	Event	*See Facility Fee	
Monday				
Action Sports Arena	05/30/2022 06:00 AM - 11:59 PM	Move Out	*See Facility Fee	
Anaheim Building (#16)	05/30/2022 06:00 AM - 11:59 PM	Move Out	*See Facility Fee	
Baja Blues Restaurant	05/30/2022 06:00 AM - 11:59 PM	Move Out	*See Facility Fee	
Campground	05/30/2022 06:00 AM - 11:59 PM	Move Out	*See Facility Fee	
Costa Mesa Building (#10)	05/30/2022 06:00 AM - 11:59 PM	Move Out	*See Facility Fee	
Country Meadows	05/30/2022 06:00 AM - 11:59 PM	Move Out	*See Facility Fee	
Courtyard	05/30/2022 06:00 AM - 11:59 PM	Move Out	*See Facility Fee	
Crafters Village	05/30/2022 06:00 AM - 11:59 PM	Move Out	*See Facility Fee	
Festival Field Asphalt	05/30/2022 06:00 AM - 11:59 PM	Move Out	*See Facility Fee	
Festival Field Grass	05/30/2022 06:00 AM - 11:59 PM	Move Out	*See Facility Fee	
Huntington Beach Building (#12)	05/30/2022 06:00 AM - 11:59 PM	Move Out	*See Facility Fee	
Livestock Lane	05/30/2022 06:00 AM - 11:59 PM	Move Out	*See Facility Fee	
Los Alamitos Building (#14)	05/30/2022 06:00 AM - 11:59 PM	Move Out	*See Facility Fee	
Main Mall	05/30/2022 06:00 AM - 11:59 PM	Move Out	*See Facility Fee	
OC Promenade (Span)	05/30/2022 06:00 AM - 11:59 PM	Move Out	*See Facility Fee	
Park Plaza	05/30/2022 06:00 AM - 11:59 PM	Move Out	*See Facility Fee	
Parking Lot I	05/30/2022 06:00 AM - 11:59 PM	Move Out	*See Facility Fee	
Santa Ana Pavilion (Parade of Products)	05/30/2022 06:00 AM - 11:59 PM	Move Out	*See Facility Fee	
South Lawn	05/30/2022 06:00 AM - 11:59 PM	Move Out	*See Facility Fee	
The Hangar	05/30/2022 06:00 AM - 11:59 PM	Move Out	*See Facility Fee	

**Total: 31,500.00**

\*Facility Rental Fee for Scottish Fest will be \$31,500.00 or \$2.00 per ticket sold, whichever is greater. Fee shall be calculated based upon actual ticket sales.

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

Move out must be completed by 11:59 PM Monday - May 30, 2022 to avoid additional charges.

Estimated Equipment Fees						
Description	Date-Time	Units		Rate		Actual
20 Amp Drop	Estimate 1	1.00	EA	25.00	EA	25.00
50 Amp Drop	Estimate 2	2.00	EA	70.00	EA	140.00
Banner Light Pole	TBD	TBD	EA	75.00	EA	TBD
Barricade (Plastic)	Estimate 236	236.00	EA	15.00	EA	3,540.00
Bench - Metal (Labor Only)	TBD	TBD	EA	15.00	EA	TBD
Bleacher (Labor Only)	TBD	TBD	EA	250.00	EA	TBD
Cable Ramp	Estimate 10	10.00	EA	15.00	EA	150.00
CAD Services	TBD	TBD	HR	45.00	HR	TBD

# EXHIBIT A

Event Information						
Chair (Individual)	Estimate 20	20.00	EA	2.50	EA	50.00
Dumpster	Estimate 124	124.00	EA	19.00	EA	2,356.00
Electrical Splitter Box	Estimate 47	47.00	EA	55.00	EA	2,585.00
Electrical Usage Rate	Estimate Only	1.00	EA	1,500.00	EVT	1,500.00
Folding Table (Rectangular)	Estimate 2	2.00	EA	15.00	EA	30.00
Forklift	Estimate 44 Hours	44.00	HR	75.00	HR	3,300.00
Hang Tag - 2 Day	Estimate 70	70.00	EA	10.00	EA	700.00
Information Booth	TBD	TBD	EA	150.00	EA	TBD
Man Lift	Estimate 12 Hours	12.00	HR	75.00	HR	900.00
Marquee Board	05/02/2022 - 05/29/2022	4.00	WK	Included		Included
Picnic Table (Rectangular & Round)	Estimate 83	83.00	EA	15.00	EA	1,245.00
Podium	Estimate 1	1.00	EA	25.00	EA	25.00
Portable Electronic Message Board	05/27/2022 - 05/29/2022	2.00	EA	75.00	EA/DAY	450.00
Propane & Diesel	TBD (2019 = 77.3 GAL)	75.00	GAL	5.00	GAL	375.00
RV Camping (Campground)	TBD (2019 = 279 EA)	TBD	EA	45.00	EA/DAY	TBD
Scissor Lift	TBD	TBD	HR	75.00	HR	TBD
Straw Bale	TBD	TBD	EA	5.00	EA	TBD
Sweeper (In-House)	Estimate 24 Hours	24.00	HR	75.00	HR	1,800.00
Tent Camping (Campground)	TBD (2019 = 57 EA)	TBD	EA	25.00	EA/DAY	TBD
Ticket Booth (Double Window)	Estimate 9	9.00	EA	100.00	EA	900.00
Umbrella w/Stand	TBD	TBD	EA	15.00	EA	TBD
Wind Master (Small)	TBD	TBD	EA	15.00	EA	TBD
Total:						20,071.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Admissions/Parking Sales</u>						
Ticket Auditor	Estimate 10 Hours	10.00	HR	31.00	HR	310.00
<u>Event Operations</u>						
<u>Set Up</u>						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	31.00	HR	248.00
Grounds Attendant	Estimate 60 Hours	60.00	HR	26.00	HR	1,560.00
Janitorial Attendant	Estimate 10 Hours	10.00	HR	26.00	HR	260.00
Electrician	Estimate 22 Hours	22.00	HR	65.00	HR	1,430.00
Plumber	Estimate 6 Hours	6.00	HR	65.00	HR	390.00
<u>Event Day</u>						
Grounds Attendant Lead	05/28/2022 06:00AM - 08:00PM	1.00	EA	31.00	HR	434.00
Grounds Attendant	05/28/2022 06:00AM - 08:00PM	6.00	EA	26.00	HR	2,184.00
Janitorial Attendant Lead	05/28/2022 07:00AM - 08:00PM	1.00	EA	31.00	HR	403.00
Janitorial Attendant	05/28/2022 07:00AM - 08:00PM	10.00	EA	26.00	HR	3,380.00
Electrician	05/28/2022 07:00AM - 07:00PM	1.00	EA	65.00	HR	780.00
Grounds Attendant Lead	05/29/2022 06:00AM - 08:00PM	1.00	EA	31.00	HR	434.00
Grounds Attendant	05/29/2022 06:00AM - 08:00PM	6.00	EA	26.00	HR	2,184.00
Janitorial Attendant Lead	05/29/2022 07:00AM - 08:00PM	1.00	EA	31.00	HR	403.00
Janitorial Attendant	05/29/2022 07:00AM - 08:00PM	10.00	EA	26.00	HR	3,380.00
Electrician	05/29/2022 07:00AM - 07:00PM	1.00	EA	65.00	HR	780.00

# EXHIBIT A

## Event Information

### Clean Up

Grounds Attendant Lead	Estimate 6 Hours	6.00	HR	31.00	HR	186.00
Grounds Attendant	Estimate 56 Hours	56.00	HR	26.00	HR	1,456.00
Janitorial Attendant	Estimate 21 Hours	21.00	HR	26.00	HR	546.00
Electrician	Estimate 19 Hours	19.00	HR	65.00	HR	1,235.00
Plumber	Estimate 4 Hours	4.00	HR	65.00	HR	260.00

### Event Sales & Services

Event Coordinator	05/28/2022 07:00AM - 07:00PM	1.00	EA	51.50	HR	618.00
Event Coordinator	05/29/2022 07:00AM - 07:00PM	1.00	EA	51.50	HR	618.00

### Parking

Parking Attendant Lead	Estimate 10 Hours	10.00	HR	31.00	HR	310.00
Parking Attendant	Estimate 30 Hours	30.00	HR	26.00	HR	780.00

### Safety & Security

Security Attendant - Overnight	05/27/2022 06:00PM - 08:00AM	2.00	EA	26.00	HR	728.00
Security Attendant Lead	05/28/2022 08:00AM - 08:00PM	1.00	EA	31.00	HR	372.00
Security Attendant	05/28/2022 08:00AM - 08:00PM	10.00	EA	26.00	HR	3,120.00
Security Attendant - Overnight	05/28/2022 08:00PM - 08:00AM	2.00	EA	26.00	HR	624.00
Security Attendant Lead	05/29/2022 08:00AM - 08:00PM	1.00	EA	31.00	HR	372.00
Security Attendant	05/29/2022 08:00AM - 08:00PM	10.00	EA	26.00	HR	3,120.00

### Technology

Technology Attendant	Estimate 16 Hours	16.00	HR	51.50	HR	824.00
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### Outside Services

Emergency Medical Services	05/28/2022 08:30AM - 06:30PM	2.00	EA	27.00	HR	540.00
Emergency Medical Services	05/29/2022 08:30AM - 06:30PM	2.00	EA	27.00	HR	540.00
Fencing For Perimeter	Estimate Only	1.00	EA	2,100.00	EVT	2,100.00
Speedway - ASA Track Preparation	Estimate Only	1.00	EA	1,400.00	EVT	1,400.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	3.50	HR	263.00	HR	920.50
Trash Collection & Sweeping Services	TBD	TBD	EA	TBD	EVT	TBD

**Total: 39,229.50**

### Summary

Facility Rental Total	\$31,500.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$59,300.50
Refundable Deposit	\$5,000.00

**Grand Total: \$95,800.50**

### Payment Schedule

#### Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$47,900.25
Second Payment	04/25/2022	\$47,900.25

**Total: \$95,800.50**

Please Remit Payment in \*Check Only\*

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

# EXHIBIT A

## Event Information

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

### ACTION SPORTS ARENA

Should the track berm need to be flattened, OCFEC and its authorized contractor will complete the track preparation. Renter will be billed for preparation work as requested. Estimated cost for flattening the berm is \$4,500.00.

### ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

### ADMISSION REQUIREMENTS

#### **Pre Event**

On **Friday - May 27, 2022** (prior to the Scottish Fest opening day), OCFEC staff auditors shall receive an online ticket report for all presale and online ticket sales.

#### **Event Days**

On **Saturday - May 28, 2022** through **Sunday - May 29, 2022**, OCFEC staff auditors shall receive a daily and event-to-date report at the conclusion of each event day. Final cumulative report is to be submitted to OCFEC on **Sunday - May 29, 2022** at the conclusion of the event.

### CAMPING

Renter shall be responsible for placement of RV campers and the collection of camping fees for space rented in the interior property campground. OCFEC shall be responsible for the placement of RV campers and collection of camping fees if campers stage in the exterior parking lot prior to availability of interior property campground. All RV camping spaces will be \$45.00 per space per night. Tent camping is \$25.00 per tent per night. These amounts will be deducted from final settlement.

### CANNABIS EVENTS

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

### CANOPIES / TENTS

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

### DRONES

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

No remotely controlled aircraft or ground vehicle devices are authorized to operate on, above or below OCFEC property at any time without the express written consent of the OCFEC and/or the proper law enforcement authority. This procedure includes, but is not limited to unmanned aircraft systems, radio controlled model aircraft, other devices that can be operated in airspace and remote controlled cars/ground vehicles.

Possession or operation of such remotely controlled aircraft or ground vehicle devices without prior written consent will result in the confiscation of all related materials, removal from OCFEC property, and/or a response from applicable law enforcement authority.

# EXHIBIT A

## Event Information

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

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

### **EXHIBIT V**

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

### **FACILITY FEE / GUARANTEE**

The OCFEC shall retain a Facility Rental Fee of \$31,500 or \$2.00 per ticket sold, whichever is greater.

### **FOOD & BEVERAGE**

Each food & beverage concessions stand shall be permitted to sell soda and water. It is mutually arranged that an agreement be in place between the Renter and OCFEC Master Concessionaire (Spectra) regarding the number of booths to be operated by both parties. Renter shall be permitted to sell ethnic food and other products to accompany ethnic food selections (i.e. - potato chips, French fries). OCFEC has granted the Renter permission to sell coffee, tea, soda and water at their booth locations. OCFEC shall not retain a commission from sales generated at the ethnic food stands. Renter shall be the exclusive provider of ethnic foods during the event unless a written mutual agreement is obtained allowing the OCFEC Master Concessionaire (Spectra) to provide ethnic food. OCFEC agrees to allow the Renter to secure a beer sponsorship for the event. To help facilitate identification of a potential sponsor, OCFEC Master Concessionaire (Spectra) agrees to provide contact information and introduction to beer distributors. If requested by the Renter, OCFEC Master Concessionaire (Spectra) agrees to sell one (1) Renter specified beer selection (label) during the event if that specified beer is available from local distributor. The Renter shall have the option to provide OCFEC Master Concessionaire (Spectra) with non-profit organization (NPO) staffing for a non-Scottish food stand and, in turn, receive an eight percent (8%) commission on sales generated at that stand. The NPO to receive this percentage commission must provide proof of non-profit 501(c)(3) status prior to the event.

### **MARKETING**

To assist the Renter in increasing community awareness of the event's presence in Orange County, OCFEC agrees to provide marketing efforts as follows:

Scottish Fest signage placement on one (1) Back-Lit Kiosk for one (1) month period prior to the event. Production of signage will be the responsibility of Scottish Fest. Feature placement on the OCFEC website one (1) month prior to the event. Scottish Fest name and date placement in OCFEC's quarterly "@ The Fair" e-mail newsletter. Inclusion in monthly OCFEC press release announcing upcoming Scottish Fest event. Inclusion in the monthly OCFEC email blast that is distributed in the month of May. Distribution of Scottish Fest produced materials in OCFEC Administration Building lobby.

### **PAID PARKING**

OCFEC shall retain all parking revenues. 2022 fee is \$10.00 for General Parking and Motorcycles. It is agreed that the Renter shall not be responsible for event day parking personnel labor costs associated with "paid" parking lots.

### **PEPSI BEVERAGES**

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

### **RECYCLING / SB 1383**

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



# EXHIBIT A

## Event Information

### **SCOTCH BOOTH**

It is mutually agreed that the Renter may set up and operate a Scotch booth for the purpose of providing Scotch samples. Booth must follow all Orange County Health Department guidelines. Booth must be staffed by an OCFEC Master Concessionaire (Spectra) supervisor who is responsible for overseeing pouring of Scotch samples. Renter is required to reimburse OCFEC Master Concessionaire (Spectra) for cost of supervisor coverage.

### **SOUND ORDINANCE**

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

### **STAFF & VOLUNTEER PARKING**

Free parking for all Scottish Fest staff and volunteers (excludes vendors) at the Festival Field Parking Lot. Special parking permit issued by United Scottish Society, Inc. must be visible.

### **STATE FIRE MARSHAL**

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

### **VENDOR PARKING**

Vendor parking will be sold at \$5.00 per day by United Scottish Society, Inc. prior to the opening of the event. OCFEC Parking Sellers will not be selling the \$5.00 per day vendor passes on day(s) of show. Saturday and Sunday event day parking will be sold by OCFEC Parking Sellers at 2022 Vehicle Parking Rates.



FORM F-31

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

AGREEMENT NO. **R-032-22**

DATE **March 24, 2022**

FAIRTIME

INTERIM **XX**

### **RENTAL AGREEMENT**

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

#### **WITNESSETH:**

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

**April 27 - May 2, 2022**

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

#### **See Exhibit A**

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

#### **OC Marathon**

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

**\$99,660.70**

**(Final Settlement subject to \$113,500.00 Minimum Guarantee terms as specified on Exhibit A)**

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

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

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

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

**The OC Marathon  
3100 Airway Avenue  
Costa Mesa, CA 92626**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Gary Kutscher, Chief Executive Officer**

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

# EXHIBIT A

## Event Information

<b>Event Name:</b>	Adcom Publishing Inc. - BrideWorld Expo	<b>Contract No:</b>	R-033-22
<b>Contact Person:</b>	Steve Berry	<b>Phone:</b>	(714) 670-7800
<b>Event Date:</b>	06/12/2022	<b>Hours:</b>	10:00 AM - 4:00 PM
<b>Admission Price:</b>	TBD		
<b>Vehicle Parking Fee:</b>	\$10.00 General Parking	<b>Projected Attendance:</b>	2,000

## Facility Rental Fee

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Saturday</b>			
Los Alamitos Building (#14)	06/11/2022 07:00 AM - 11:59 PM	Move In	1,600.00
OC Promenade (Span)	06/11/2022 07:00 AM - 11:59 PM	Move In	No Charge*
<b>Sunday</b>			
Los Alamitos Building (#14)	06/12/2022 10:00 AM - 04:00 PM	Event	3,200.00
OC Promenade (Span)	06/12/2022 10:00 AM - 04:00 PM	Event	No Charge*

**Total: 4,800.00**

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

\*No charge for OC Promenade because area is only serving as an entrance point.

**Move out must be completed by 11:59 PM Sunday - June 12, 2022 to avoid additional charges.**

## Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
20 Amp Drop	Estimate 7	7.00 EA	25.00 EA	175.00
Dumpster	Estimate 7	7.00 EA	19.00 EA	133.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage	Estimate Only	1.00 EA	500.00 EVT	500.00
Forklift	TBD	TBD HR	75.00 HR	TBD
Marquee Board	06/06/2022 - 06/12/2022	1.00 WK	Included	Included
Picnic Table (Rectangular & Round)	TBD	TBD EA	15.00 EA	TBD
Portable Electronic Message Board	Parking Ops - Do Not Provide Message Boards	N/A	75.00 EA/DAY	N/A
Scissor Lift	Estimate 4 Hours	4.00 HR	75.00 HR	300.00
Sweeper (In-House)	Estimate 5 Hours	5.00 HR	75.00 HR	375.00

**Total: 1,483.00**

## Reimbursable Personnel and Services Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Event Operations</b>				
<b>Set Up</b>				
Grounds Attendant	Estimate 4 Hours	4.00 HR	26.00 HR	104.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	26.00 HR	104.00
Electrician	Estimate 2 Hours	2.00 HR	65.00 HR	130.00
<b>Event Day</b>				
Grounds Attendant Lead	06/12/2022 08:00AM - 04:00PM	1.00 EA	31.00 HR	248.00
Grounds Attendant	06/12/2022 08:00AM - 04:00PM	2.00 EA	26.00 HR	416.00
Janitorial Attendant	06/12/2022 08:00AM - 04:00PM	4.00 EA	26.00 HR	832.00
<b>Clean Up</b>				
Grounds Attendant	Estimate 10 Hours	10.00 HR	26.00 HR	260.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	26.00 HR	104.00
Electrician	Estimate 2 Hours	2.00 HR	65.00 HR	130.00

# EXHIBIT A

## Event Information

### Event Sales & Services

Event Coordinator	06/12/2022 08:00AM - 04:00PM	1.00	EA	51.50	HR	412.00
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### Parking

Parking Attendant Lead	Estimate 8 Hours	8.00	HR	31.00	HR	248.00
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Parking Attendant	Estimate 8 Hours	8.00	HR	26.00	HR	208.00
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### Safety & Security

Security Attendant	06/12/2022 09:00AM - 04:30PM	2.00	EA	26.00	HR	390.00
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### Outside Services

Emergency Medical Services	06/12/2022 09:30AM - 04:30PM	2.00	EA	27.00	HR	378.00
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State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
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**Total: 4,358.50**

### Summary

Facility Rental Total	\$4,800.00
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Estimated Equipment, Reimbursable Personnel and Services Total	\$5,841.50
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Refundable Deposit	\$800.00
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**Grand Total: \$11,441.50**

### Payment Schedule

#### Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	04/11/2022	\$5,720.75
Second Payment	05/11/2022	\$5,720.75

**Total: \$11,441.50**

Please Remit Payment in \*Check Only\*

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

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

### ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

### CANNABIS EVENTS

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

### CANOPIES / TENTS

Canopies and tents are not permitted inside OCFEC buildings or breezeways per the State Fire Marshal.

# EXHIBIT A

## Event Information

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

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

### **EXHIBIT V**

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

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

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

### **RECYCLING / SB 1383**

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

### **SOUND ORDINANCE**

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

### **STATE FIRE MARSHAL**

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

FORM F-31

REVIEWED CD 3.21.22

APPROVED \_\_\_\_\_

AGREEMENT NO. **R-059-22**

DATE **March 21, 2022**

FAIRTIME

INTERIM **XX**

### **RENTAL AGREEMENT**

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

#### **WITNESSETH:**

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

**May 19, 2022**

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

#### **See Exhibit A**

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

#### **SOS Wild & Crazy Taco Night**

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

**\$8,284.50**

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

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

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

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

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

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: Christy Ward, CEO

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

# EXHIBIT A

Event Information				
Event Name:	SOS Wild & Crazy Taco Night		Contract No:	R-059-22
Contact Person:	Elizabeth Hopkins		Phone:	(949) 294-1009
Event Date:	05/19/2022		Hours:	VIP Pre-Party: 4:30 PM - 5:30 PM General Admission: 5:30 PM - 7:30 PM
Admission Price:	Early Bird VIP: \$150.00    Early Bird General Admission: \$80.00 VIP: \$170.00    General Admission: \$90.00			
Vehicle Parking Fee:	\$10.00 General Parking		Projected Attendance:	600

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Thursday			
Plaza Pacifica	05/19/2022 07:00 AM - 04:30 PM	Move In	No Charge
Plaza Pacifica	05/19/2022 04:30 PM - 07:30 PM	Event	1,600.00
Plaza Pacifica	05/19/2022 07:30 PM - 11:59 PM	Move Out	No Charge
Total:			1,600.00

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

Move out must be completed by 11:59 PM Thursday - May 19, 2022 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
20 Amp Drop	TBD	TBD	EA	25.00	EA	TBD
50 Amp Drop	TBD	TBD	EA	70.00	EA	TBD
Audio Mixer	TBD	TBD	EA	35.00	EA	TBD
Barricade (Metal)	TBD	TBD	EA	15.00	EA	TBD
Cable Ramp	TBD	TBD	EA	15.00	EA	TBD
Chair (Individual)	TBD	TBD	EA	2.50	EA	TBD
Dumpster	Estimate 15	15.00	EA	19.00	EA	285.00
Electrical Splitter Box	Estimate 6	6.00	EA	55.00	EA	330.00
Electrical Usage Rate	Estimate Only	1.00	EA	250.00	EVT	250.00
Man Lift	TBD	TBD	HR	75.00	HR	TBD
Marquee Board	05/13/2022 - 05/19/2022	1.00	WK	Included		Included
Picnic Table (Rectangular & Round)	TBD	TBD	EA	15.00	EA	TBD
Portable PA System (w/ Wired Mic, Stand and 4 Speakers)	TBD	TBD	EA	300.00	EA/DAY	TBD
Portable Electronic Message Board	05/19/2022	2.00	EA	75.00	EA/DAY	150.00
Pressure Washer	TBD	TBD	HR	75.00	HR	TBD
Stanchion	TBD	TBD	EA	5.00	EA	TBD
Sweeper (In-House)	Estimate 5 Hours	5.00	HR	75.00	HR	375.00
<b>Total:</b>						<b>1,390.00</b>

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant	Estimate 12 Hours	12.00	HR	26.00	HR	312.00
Janitorial Attendant	Estimate 10 Hours	10.00	HR	26.00	HR	260.00
Electrician	Estimate 3 Hours	3.00	HR	65.00	HR	195.00
Event Day						
Grounds Attendant Lead	05/19/2022 03:30PM - 08:30PM	1.00	EA	31.00	HR	155.00
Grounds Attendant	05/19/2022 03:30PM - 08:30PM	2.00	EA	26.00	HR	260.00
Janitorial Attendant	05/19/2022 03:30PM - 08:30PM	2.00	EA	26.00	HR	260.00
Electrician	TBD	TBD	EA	65.00	HR	TBD



# EXHIBIT A

## Event Information

### Clean Up

Grounds Attendant	Estimate 12 Hours	12.00	HR	26.00	HR	312.00
Janitorial Attendant	Estimate 6 Hours	6.00	HR	26.00	HR	156.00
Electrician	Estimate 3 Hours	3.00	HR	65.00	HR	195.00

### Event Sales & Services

Event Coordinator	05/19/2022 03:30PM - 08:30PM	1.00	EA	51.50	HR	257.50
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### Parking

Parking Attendant Lead	Estimate 8 Hours	8.00	HR	31.00	HR	248.00
Parking Attendant	Estimate 16 Hours	16.00	HR	26.00	HR	416.00

### Safety & Security

Security Attendant Lead	05/19/2022 03:30PM - 08:00PM	1.00	EA	31.00	HR	139.50
Security Attendant*	05/19/2022 03:30PM - 08:00PM	2.00	EA	26.00	HR	234.00

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

### Technology

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

Emergency Medical Services**	TBD	TBD	EA	27.00	HR	TBD
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50

\*\*Emergency Medical Services are required by OCFEC if attendance is 1,000 or greater.

**Total: 3,794.50**

### Summary

Facility Rental Total	\$1,600.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$5,184.50
Refundable Deposit	\$1,500.00

**Grand Total: \$8,284.50**

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$8,284.50

**Total: \$8,284.50**

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

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

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

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

### ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

# EXHIBIT A

## Event Information

### CANNABIS EVENTS

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

### CANOPIES / TENTS

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

### EVENT PROGRAM POLICIES AND PROCEDURES

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

### EXHIBIT V

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

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

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

### RECYCLING / SB 1383

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

### SOUND ORDINANCE

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

### STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-078-22**

REVIEWED \_\_\_\_\_

DATE **April 8, 2022**

FAIRTIME

INTERIM **XX**

APPROVED \_\_\_\_\_

### **RENTAL AGREEMENT**

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

#### **WITNESSETH:**

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

#### **2022 Costa Mesa Speedway Season**

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

#### **See Exhibit A**

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

#### **2022 Costa Mesa Speedway**

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

**\$71,524.00**

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

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

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

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

**International Speedway, Inc.**  
**P.O. Box 3334**  
**San Clemente, CA 92674**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Brad Oxley, Owner**

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

# EXHIBIT A

## Event Information

<b>Event Name:</b>	Costa Mesa Speedway - Jack Milne Cup / Speedway / Sidecars / Juniors / Vintage Bike Show - Legends	<b>Contract No:</b>	R-078-22
		<b>Phone:</b>	(949) 492-9933
		<b>Hours:</b>	Gates Open: 5:30 PM
<b>Contact Person:</b>	Brad Oxley		Qualifying: 6:00 PM
<b>Event Date:</b>	05/21/2022		Races: 7:30 PM - 10:00 PM
<b>Admission Price:</b>	Adult: \$20.00 Child: \$10.00		
<b>Vehicle Parking Fee:</b>	\$10.00 General Parking & Motorcycles	<b>Projected Attendance:</b>	2,000

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Saturday</b>			
Action Sports Arena	05/21/2022 05:30 PM - 10:00 PM	Event	2,900.00
Baja Blues Restaurant	05/21/2022 05:30 PM - 10:00 PM	Event	No Charge
<b>Total:</b>			<b>2,900.00</b>

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

Move out must be completed by 11:59 PM Saturday - May 21, 2022 to avoid additional charges.

## Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Barricade (Metal)	N/A	N/A	15.00 EA	N/A
Barricade (Plastic)	Included ( <i>Spectator Safety</i> )	125.00 EA	0.00 EA	No Charge
Bleacher Rental	Per Payment Schedule	1.00 EA	1,800.00 EVT	1,800.00
Chair (Individual)	Estimate 200	200.00 EA	0.50 EA	100.00
Dumpster	Estimate 8	8.00 EA	19.00 EA	152.00
Electrical Splitter Box	Estimate 2	2.00 EA	55.00 EA	110.00
Forklift	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Marquee Board	05/15/2022 - 05/21/2022	1.00 WK	Included	Included
Sound System	Included ( <i>In Facility</i> )	1.00 EA	Included	Included
Sweeper (In-House)	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
<b>Total:</b>				<b>2,462.00</b>

## Reimbursable Personnel and Services Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b><u>Event Operations</u></b>				
<b>Set Up</b>				
Grounds Attendant - Arena Prep	Estimate 9 Hours	9.00 HR	26.00 HR	234.00
Janitorial Attendant	05/21/2022 01:00PM - 05:00PM	1.00 EA	26.00 HR	104.00
Electrician	Estimate 1 Hour	1.00 HR	65.00 HR	65.00
<b>Event Day</b>				
Janitorial Attendant	05/21/2022 05:00PM - 10:30PM	4.00 EA	26.00 HR	572.00
<b>Clean Up</b>				
Grounds Attendant	Estimate 3 Hours	3.00 HR	26.00 HR	78.00
Janitorial Attendant	Estimate 8 Hours	8.00 HR	26.00 HR	208.00
<b><u>Event Sales &amp; Services</u></b>				
Event Coordinator	05/21/2022 04:30PM - 10:30PM	1.00 EA	51.50 HR	309.00
<b><u>Safety &amp; Security</u></b>				
Security Attendant	05/21/2022 04:30PM - 10:30PM	2.00 EA	26.00 HR	312.00

# EXHIBIT A

## Event Information

### Outside Services

Orange County Sheriff Services	N/A	N/A	N/A	N/A
Trash Collection & Sweeping Services	Estimate Only	1.00 EA	600.00 EVT	600.00
<b>Total:</b>				<b>2,482.00</b>

### Summary

Facility Rental Total	\$2,900.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$4,944.00
<b>Grand Total:</b>	<b>\$7,844.00</b>

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	05/24/2022	\$7,844.00
<b>Total:</b>		<b>\$7,844.00</b>

Please Remit Payment in \*Check Only\*

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

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

### ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

### CANNABIS EVENTS

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

### CANOPIES / TENTS

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

### DRONES

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

No remotely controlled aircraft or ground vehicle devices are authorized to operate on, above or below OCFEC property at any time without the express written consent of the OCFEC and/or the proper law enforcement authority. This procedure includes, but is not limited to unmanned aircraft systems, radio controlled model aircraft, other devices that can be operated in airspace and remote controlled cars/ground vehicles.

Possession or operation of such remotely controlled aircraft or ground vehicle devices without prior written consent will result in the confiscation of all related materials, removal from OCFEC property, and/or a response from applicable law enforcement authority.

# EXHIBIT A

## Event Information

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

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

### **EXHIBIT V**

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

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

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

### **RECYCLING / SB 1383**

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

### **SOUND ORDINANCE**

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

### **STATE FIRE MARSHAL**

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

# EXHIBIT A

Event Information			
<b>Event Name:</b>	Costa Mesa Speedway - Harley Night #1 / Speedway / Sidecars	<b>Contract No:</b>	R-078-22
<b>Contact Person:</b>	Brad Oxley	<b>Phone:</b>	(949) 492-9933
<b>Event Date:</b>	06/04/2022	<b>Hours:</b>	Gates Open: 6:00 PM Races: 7:30 PM - 10:00 PM
<b>Admission Price:</b>	Adult: \$20.00 Child: \$10.00		
<b>Vehicle Parking Fee:</b>	\$10.00 General Parking & Motorcycles	<b>Projected Attendance:</b>	3,000

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Saturday</b>			
Action Sports Arena	06/04/2022 06:00 PM - 10:00 PM	Event	2,900.00
Baja Blues Restaurant	06/04/2022 06:00 PM - 10:00 PM	Event	No Charge
<b>Total:</b>			<b>2,900.00</b>

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

Move out must be completed by 11:59 PM Saturday - June 4, 2022 to avoid additional charges.

Estimated Equipment Fees					
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>	<u>Actual</u>
Barricade (Metal)	N/A	N/A		15.00 EA	N/A
Barricade (Plastic)	Included ( <i>Spectator Safety</i> )	125.00	EA	0.00 EA	No Charge
Bleacher Rental	Per Payment Schedule	1.00	EA	900.00 EVT	900.00
Chair (Individual)	Estimate 200	200.00	EA	0.50 EA	100.00
Dumpster	Estimate 8	8.00	EA	19.00 EA	152.00
Electrical Splitter Box	Estimate 2	2.00	EA	55.00 EA	110.00
Forklift	Estimate 2 Hours	2.00	HR	75.00 HR	150.00
Marquee Board	05/29/2022 - 06/04/2022	1.00	WK	Included	Included
Sound System	Included ( <i>In Facility</i> )	1.00	EA	Included	Included
Sweeper (In-House)	Estimate 2 Hours	2.00	HR	75.00 HR	150.00
<b>Total:</b>					<b>1,562.00</b>

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
<b>Set Up</b>						
Grounds Attendant - Arena Prep	Estimate 9 Hours	9.00	HR	26.00	HR	234.00
Janitorial Attendant	06/04/2022 01:30PM - 05:30PM	1.00	EA	26.00	HR	104.00
Electrician	Estimate 1 Hour	1.00	HR	65.00	HR	65.00
<b>Event Day</b>						
Janitorial Attendant	06/04/2022 05:30PM - 10:30PM	4.00	EA	26.00	HR	520.00
<b>Clean Up</b>						
Grounds Attendant	Estimate 3 Hours	3.00	HR	26.00	HR	78.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	26.00	HR	208.00
<u>Event Sales &amp; Services</u>						
Event Coordinator	06/04/2022 05:00PM - 10:30PM	1.00	EA	51.50	HR	283.25
<u>Safety &amp; Security</u>						
Security Attendant	06/04/2022 05:00PM - 10:30PM	4.00	EA	26.00	HR	572.00



# EXHIBIT A

## Event Information

### Outside Services

Orange County Sheriff Services	Estimate Only	1.00	EA	3,000.00	EVT	3,000.00
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	600.00	EVT	600.00
<b>Total:</b>						<b>5,664.25</b>

### Summary

Facility Rental Total	\$2,900.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$7,226.25
<b>Grand Total:</b>	<b>\$10,126.25</b>

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	06/07/2022	\$10,126.25
<b>Total:</b>		<b>\$10,126.25</b>

Please Remit Payment in \*Check Only\*

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

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### **STATE FIRE MARSHAL**

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

# EXHIBIT A

Event Information			
<b>Event Name:</b>	Costa Mesa Speedway - Speedway / Sidecars / Juniors	<b>Contract No:</b>	R-078-22
<b>Contact Person:</b>	Brad Oxley	<b>Phone:</b>	(949) 492-9933
<b>Event Date:</b>	06/11/2022	<b>Hours:</b>	Gates Open: 6:00 PM Races: 7:30 PM - 10:00 PM
<b>Admission Price:</b>	Adult: \$20.00 Child: \$10.00		
<b>Vehicle Parking Fee:</b>	\$10.00 General Parking & Motorcycles	<b>Projected Attendance:</b>	1,800

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Saturday</b>			
Action Sports Arena	06/11/2022 06:00 PM - 10:00 PM	Event	2,900.00
Baja Blues Restaurant	06/11/2022 06:00 PM - 10:00 PM	Event	No Charge
<b>Total:</b>			<b>2,900.00</b>

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

Move out must be completed by 11:59 PM Saturday - June 11, 2022 to avoid additional charges.

Estimated Equipment Fees					
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>	<u>Actual</u>
Barricade (Metal)	N/A	N/A		15.00 EA	N/A
Barricade (Plastic)	Included ( <i>Spectator Safety</i> )	125.00	EA	0.00 EA	No Charge
Bleacher Rental	Per Payment Schedule	1.00	EA	900.00 EVT	900.00
Chair (Individual)	Estimate 200	200.00	EA	0.50 EA	100.00
Dumpster	Estimate 8	8.00	EA	19.00 EA	152.00
Electrical Splitter Box	Estimate 2	2.00	EA	55.00 EA	110.00
Forklift	Estimate 2 Hours	2.00	HR	75.00 HR	150.00
Marquee Board	06/05/2022 - 06/11/2022	1.00	WK	Included	Included
Sound System	Included ( <i>In Facility</i> )	1.00	EA	Included	Included
Sweeper (In-House)	Estimate 2 Hours	2.00	HR	75.00 HR	150.00
<b>Total:</b>					<b>1,562.00</b>

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
<b>Set Up</b>						
Grounds Attendant - Arena Prep	Estimate 9 Hours	9.00	HR	26.00	HR	234.00
Janitorial Attendant	06/11/2022 01:30PM - 05:30PM	1.00	EA	26.00	HR	104.00
Electrician	Estimate 1 Hour	1.00	HR	65.00	HR	65.00
<b>Event Day</b>						
Janitorial Attendant	06/11/2022 05:30PM - 10:30PM	4.00	EA	26.00	HR	520.00
<b>Clean Up</b>						
Grounds Attendant	Estimate 3 Hours	3.00	HR	26.00	HR	78.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	26.00	HR	208.00
<u>Event Sales &amp; Services</u>						
Event Coordinator	06/11/2022 05:00PM - 10:30PM	1.00	EA	51.50	HR	283.25
<u>Safety &amp; Security</u>						
Security Attendant	06/11/2022 05:00PM - 10:30PM	2.00	EA	26.00	HR	286.00

# EXHIBIT A

## Event Information

### Outside Services

Orange County Sheriff Services	N/A	N/A	N/A	N/A
Trash Collection & Sweeping Services	Estimate Only	1.00 EA	600.00 EVT	600.00
<b>Total:</b>				<b>2,378.25</b>

### Summary

Facility Rental Total	\$2,900.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$3,940.25
<b>Grand Total:</b>	<b>\$6,840.25</b>

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	06/14/2022	\$6,840.25
<b>Total:</b>		<b>\$6,840.25</b>

Please Remit Payment in \*Check Only\*

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

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### CANNABIS EVENTS

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

### CANOPIES / TENTS

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

### DRONES

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

No remotely controlled aircraft or ground vehicle devices are authorized to operate on, above or below OCFEC property at any time without the express written consent of the OCFEC and/or the proper law enforcement authority. This procedure includes, but is not limited to unmanned aircraft systems, radio controlled model aircraft, other devices that can be operated in airspace and remote controlled cars/ground vehicles.

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# EXHIBIT A

## Event Information

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

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

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### **RECYCLING / SB 1383**

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

### **SOUND ORDINANCE**

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

### **STATE FIRE MARSHAL**

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

# EXHIBIT A

Event Information			
<b>Event Name:</b>	Costa Mesa Speedway - Harley Night #2 / Speedway / Sidecars	<b>Contract No:</b>	R-078-22
<b>Contact Person:</b>	Brad Oxley	<b>Phone:</b>	(949) 492-9933
<b>Event Date:</b>	08/27/2022	<b>Hours:</b>	Gates Open: 6:00 PM Races: 7:30 PM - 10:00 PM
<b>Admission Price:</b>	Adult: \$20.00 Child: \$10.00		
<b>Vehicle Parking Fee:</b>	\$10.00 General Parking & Motorcycles	<b>Projected Attendance:</b>	3,000

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Saturday</b>			
Action Sports Arena	08/27/2022 06:00 PM - 10:00 PM	Event	2,900.00
Baja Blues Restaurant	08/27/2022 06:00 PM - 10:00 PM	Event	No Charge
<b>Total:</b>			<b>2,900.00</b>

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

Move out must be completed by 11:59 PM Saturday - August 27, 2022 to avoid additional charges.

Estimated Equipment Fees					
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>	<u>Actual</u>
Barricade (Metal)	N/A	N/A		15.00 EA	N/A
Barricade (Plastic)	Included ( <i>Spectator Safety</i> )	125.00	EA	0.00 EA	No Charge
Bleacher Rental	Per Payment Schedule	1.00	EA	900.00 EVT	900.00
Chair (Individual)	Estimate 200	200.00	EA	0.50 EA	100.00
Dumpster	Estimate 8	8.00	EA	19.00 EA	152.00
Electrical Splitter Box	Estimate 2	2.00	EA	55.00 EA	110.00
Forklift	Estimate 2 Hours	2.00	HR	75.00 HR	150.00
Marquee Board	08/21/2022 - 08/27/2022	1.00	WK	Included	Included
Sound System	Included ( <i>In Facility</i> )	1.00	EA	Included	Included
Sweeper (In-House)	Estimate 2 Hours	2.00	HR	75.00 HR	150.00
<b>Total:</b>					<b>1,562.00</b>

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
<b>Set Up</b>						
Grounds Attendant - Arena Prep	Estimate 9 Hours	9.00	HR	26.00	HR	234.00
Janitorial Attendant	08/27/2022 01:30PM - 05:30PM	1.00	EA	26.00	HR	104.00
Electrician	Estimate 1 Hour	1.00	HR	65.00	HR	65.00
<b>Event Day</b>						
Janitorial Attendant	08/27/2022 05:30PM - 10:30PM	4.00	EA	26.00	HR	520.00
<b>Clean Up</b>						
Grounds Attendant	Estimate 3 Hours	3.00	HR	26.00	HR	78.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	26.00	HR	208.00
<u>Event Sales &amp; Services</u>						
Event Coordinator	08/27/2022 05:00PM - 10:30PM	1.00	EA	51.50	HR	283.25
<u>Safety &amp; Security</u>						
Security Attendant	08/27/2022 05:00PM - 10:30PM	4.00	EA	26.00	HR	572.00

# EXHIBIT A

## Event Information

### Outside Services

Orange County Sheriff Services	Estimate Only	1.00	EA	3,000.00	EVT	3,000.00
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	600.00	EVT	600.00
<b>Total:</b>						<b>5,664.25</b>

### Summary

Facility Rental Total	\$2,900.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$7,226.25
<b>Grand Total:</b>	<b>\$10,126.25</b>

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	08/30/2022	\$10,126.25
<b>Total:</b>		<b>\$10,126.25</b>

Please Remit Payment in \*Check Only\*

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

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### ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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### CANNABIS EVENTS

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

### CANOPIES / TENTS

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

### DRONES

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

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# EXHIBIT A

## Event Information

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

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### **EXHIBIT V**

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

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

### **RECYCLING / SB 1383**

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

### **SOUND ORDINANCE**

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

### **STATE FIRE MARSHAL**

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



# EXHIBIT A

Event Information			
<b>Event Name:</b>	Costa Mesa Speedway - Knobby Night / Speedway / Juniors	<b>Contract No:</b>	R-078-22
<b>Contact Person:</b>	Brad Oxley	<b>Phone:</b>	(949) 492-9933
<b>Event Date:</b>	09/10/2022	<b>Hours:</b>	Gates Open: 6:00 PM Races: 7:30 PM - 10:00 PM
<b>Admission Price:</b>	Adult: \$20.00 Child: \$10.00		
<b>Vehicle Parking Fee:</b>	\$10.00 General Parking & Motorcycles	<b>Projected Attendance:</b>	1,500

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Saturday</b>			
Action Sports Arena	09/10/2022 06:00 PM - 10:00 PM	Event	2,900.00
Baja Blues Restaurant	09/10/2022 06:00 PM - 10:00 PM	Event	No Charge
<b>Total:</b>			<b>2,900.00</b>

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

Move out must be completed by 11:59 PM Saturday - September 10, 2022 to avoid additional charges.

Estimated Equipment Fees					
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>	<u>Actual</u>
Barricade (Metal)	N/A	N/A		15.00 EA	N/A
Barricade (Plastic)	Included ( <i>Spectator Safety</i> )	125.00	EA	0.00 EA	No Charge
Bleacher Rental	Per Payment Schedule	1.00	EA	900.00 EVT	900.00
Chair (Individual)	Estimate 200	200.00	EA	0.50 EA	100.00
Dumpster	Estimate 8	8.00	EA	19.00 EA	152.00
Electrical Splitter Box	Estimate 2	2.00	EA	55.00 EA	110.00
Forklift	Estimate 2 Hours	2.00	HR	75.00 HR	150.00
Marquee Board	09/04/2022 - 09/10/2022	1.00	WK	Included	Included
Sound System	Included ( <i>In Facility</i> )	1.00	EA	Included	Included
Sweeper (In-House)	Estimate 2 Hours	2.00	HR	75.00 HR	150.00
<b>Total:</b>					<b>1,562.00</b>

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
<b>Set Up</b>						
Grounds Attendant - Arena Prep	Estimate 9 Hours	9.00	HR	26.00	HR	234.00
Janitorial Attendant	09/10/2022 01:30PM - 05:30PM	1.00	EA	26.00	HR	104.00
Electrician	Estimate 1 Hour	1.00	HR	65.00	HR	65.00
<b>Event Day</b>						
Janitorial Attendant	09/10/2022 05:30PM - 10:30PM	4.00	EA	26.00	HR	520.00
<b>Clean Up</b>						
Grounds Attendant	Estimate 3 Hours	3.00	HR	26.00	HR	78.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	26.00	HR	208.00
<u>Event Sales &amp; Services</u>						
Event Coordinator	09/10/2022 05:00PM - 10:30PM	1.00	EA	51.50	HR	283.25
<u>Safety &amp; Security</u>						
Security Attendant	09/10/2022 05:00PM - 10:30PM	2.00	EA	26.00	HR	286.00

# EXHIBIT A

## Event Information

### Outside Services

Orange County Sheriff Services	N/A	N/A	N/A	N/A
Trash Collection & Sweeping Services	Estimate Only	1.00 EA	600.00 EVT	600.00
<b>Total:</b>				<b>2,378.25</b>

### Summary

Facility Rental Total	\$2,900.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$3,940.25
<b>Grand Total:</b>	<b>\$6,840.25</b>

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	09/13/2022	\$6,840.25
<b>Total:</b>		<b>\$6,840.25</b>

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# EXHIBIT A

## Event Information

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### **STATE FIRE MARSHAL**

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

# EXHIBIT A

Event Information			
<b>Event Name:</b>	Costa Mesa Speedway - Speedway / Sidecars / Juniors	<b>Contract No:</b>	R-078-22
<b>Contact Person:</b>	Brad Oxley	<b>Phone:</b>	(949) 492-9933
<b>Event Date:</b>	09/24/2022	<b>Hours:</b>	Gates Open: 6:00 PM Races: 7:30 PM - 10:00 PM
<b>Admission Price:</b>	Adult: \$20.00 Child: \$10.00		
<b>Vehicle Parking Fee:</b>	\$10.00 General Parking & Motorcycles	<b>Projected Attendance:</b>	1,500

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Saturday</b>			
Action Sports Arena	09/24/2022 06:00 PM - 10:00 PM	Event	2,900.00
Baja Blues Restaurant	09/24/2022 06:00 PM - 10:00 PM	Event	No Charge
<b>Total:</b>			<b>2,900.00</b>

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

Move out must be completed by 11:59 PM Saturday - September 24, 2022 to avoid additional charges.

Estimated Equipment Fees					
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>	<u>Actual</u>
Barricade (Metal)	N/A	N/A		15.00 EA	N/A
Barricade (Plastic)	Included ( <i>Spectator Safety</i> )	125.00	EA	0.00 EA	No Charge
Bleacher Rental	Per Payment Schedule	1.00	EA	900.00 EVT	900.00
Chair (Individual)	Estimate 200	200.00	EA	0.50 EA	100.00
Dumpster	Estimate 8	8.00	EA	19.00 EA	152.00
Electrical Splitter Box	Estimate 2	2.00	EA	55.00 EA	110.00
Forklift	Estimate 2 Hours	2.00	HR	75.00 HR	150.00
Marquee Board	09/18/2022 - 09/24/2022	1.00	WK	Included	Included
Sound System	Included ( <i>In Facility</i> )	1.00	EA	Included	Included
Sweeper (In-House)	Estimate 2 Hours	2.00	HR	75.00 HR	150.00
<b>Total:</b>					<b>1,562.00</b>

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
<b>Set Up</b>						
Grounds Attendant - Arena Prep	Estimate 9 Hours	9.00	HR	26.00	HR	234.00
Janitorial Attendant	09/24/2022 01:30PM - 05:30PM	1.00	EA	26.00	HR	104.00
Electrician	Estimate 1 Hour	1.00	HR	65.00	HR	65.00
<b>Event Day</b>						
Janitorial Attendant	09/24/2022 05:30PM - 10:30PM	4.00	EA	26.00	HR	520.00
<b>Clean Up</b>						
Grounds Attendant	Estimate 3 Hours	3.00	HR	26.00	HR	78.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	26.00	HR	208.00
<u>Event Sales &amp; Services</u>						
Event Coordinator	09/24/2022 05:00PM - 10:30PM	1.00	EA	51.50	HR	283.25
<u>Safety &amp; Security</u>						
Security Attendant	09/24/2022 05:00PM - 10:30PM	2.00	EA	26.00	HR	286.00

# EXHIBIT A

## Event Information

### Outside Services

Orange County Sheriff Services	N/A	N/A	N/A	N/A
Trash Collection & Sweeping Services	Estimate Only	1.00 EA	600.00 EVT	600.00
<b>Total:</b>				<b>2,378.25</b>

### Summary

Facility Rental Total	\$2,900.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$3,940.25
<b>Grand Total:</b>	<b>\$6,840.25</b>

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	09/27/2022	\$6,840.25
<b>Total:</b>		<b>\$6,840.25</b>

Please Remit Payment in \*Check Only\*

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

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### CANOPIES / TENTS

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### DRONES

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No remotely controlled aircraft or ground vehicle devices are authorized to operate on, above or below OCFEC property at any time without the express written consent of the OCFEC and/or the proper law enforcement authority. This procedure includes, but is not limited to unmanned aircraft systems, radio controlled model aircraft, other devices that can be operated in airspace and remote controlled cars/ground vehicles.

Possession or operation of such remotely controlled aircraft or ground vehicle devices without prior written consent will result in the confiscation of all related materials, removal from OCFEC property, and/or a response from applicable law enforcement authority.

# EXHIBIT A

## Event Information

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

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### **RECYCLING / SB 1383**

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

### **SOUND ORDINANCE**

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

### **STATE FIRE MARSHAL**

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

# EXHIBIT A

Event Information			
<b>Event Name:</b>	Costa Mesa Speedway - 52nd United States National Speedway Championship	<b>Contract No:</b>	R-078-22
<b>Contact Person:</b>	Brad Oxley	<b>Phone:</b>	(949) 492-9933
<b>Event Date:</b>	10/01/2022	<b>Hours:</b>	Gates Open: 6:00 PM Races: 7:30 PM - 10:00 PM
<b>Admission Price:</b>	Adult: \$20.00 Child: \$10.00		
<b>Vehicle Parking Fee:</b>	\$10.00 General Parking & Motorcycles	<b>Projected Attendance:</b>	2,000

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Saturday</b>			
Action Sports Arena	10/01/2022 06:00 PM - 10:00 PM	Event	2,900.00
Baja Blues Restaurant	10/01/2022 06:00 PM - 10:00 PM	Event	No Charge
<b>Total:</b>			<b>2,900.00</b>

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

Move out must be completed by 11:59 PM Saturday - October 1, 2022 to avoid additional charges.

Estimated Equipment Fees					
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>	<u>Actual</u>
Barricade (Metal)	N/A	N/A		15.00 EA	N/A
Barricade (Plastic)	Included ( <i>Spectator Safety</i> )	125.00	EA	0.00 EA	No Charge
Bleacher Rental	Per Payment Schedule	1.00	EA	600.00 EVT	600.00
Chair (Individual)	Estimate 200	200.00	EA	0.50 EA	100.00
Dumpster	Estimate 8	8.00	EA	19.00 EA	152.00
Electrical Splitter Box	Estimate 2	2.00	EA	55.00 EA	110.00
Forklift	Estimate 2 Hours	2.00	HR	75.00 HR	150.00
Marquee Board	09/25/2022 - 10/01/2022	1.00	WK	Included	Included
Sound System	Included ( <i>In Facility</i> )	1.00	EA	Included	Included
Sweeper (In-House)	Estimate 2 Hours	2.00	HR	75.00 HR	150.00
<b>Total:</b>					<b>1,262.00</b>

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
<b>Set Up</b>						
Grounds Attendant - Arena Prep	Estimate 9 Hours	9.00	HR	26.00	HR	234.00
Janitorial Attendant	10/01/2022 01:30PM - 05:30PM	1.00	EA	26.00	HR	104.00
Electrician	Estimate 1 Hour	1.00	HR	65.00	HR	65.00
<b>Event Day</b>						
Janitorial Attendant	10/01/2022 05:30PM - 10:30PM	4.00	EA	26.00	HR	520.00
<b>Clean Up</b>						
Grounds Attendant	Estimate 3 Hours	3.00	HR	26.00	HR	78.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	26.00	HR	208.00
<u>Event Sales &amp; Services</u>						
Event Coordinator	10/01/2022 05:00PM - 10:30PM	1.00	EA	51.50	HR	283.25
<u>Safety &amp; Security</u>						
Security Attendant	10/01/2022 05:00PM - 10:30PM	2.00	EA	26.00	HR	286.00

# EXHIBIT A

## Event Information

### Outside Services

Orange County Sheriff Services	N/A	N/A	N/A	N/A
Trash Collection & Sweeping Services	Estimate Only	1.00 EA	600.00 EVT	600.00
<b>Total:</b>				<b>2,378.25</b>

### Summary

Facility Rental Total	\$2,900.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$3,640.25
<b>Grand Total:</b>	<b>\$6,540.25</b>

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	10/04/2022	\$6,540.25
<b>Total:</b>		<b>\$6,540.25</b>

Please Remit Payment in \*Check Only\*

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# EXHIBIT A

## Event Information

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

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### **STATE FIRE MARSHAL**

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

# EXHIBIT A

Event Information			
<b>Event Name:</b>	Costa Mesa Speedway - Harley Night Finals / Sidecar World Championship	<b>Contract No:</b>	R-078-22
		<b>Phone:</b>	(949) 492-9933
<b>Contact Person:</b>	Brad Oxley	<b>Hours:</b>	Gates Open: 6:00 PM
<b>Event Date:</b>	10/08/2022		Races: 7:30 PM - 10:00 PM
<b>Admission Price:</b>	Adult: \$20.00 Child: \$10.00		
<b>Vehicle Parking Fee:</b>	\$10.00 General Parking & Motorcycles	<b>Projected Attendance:</b>	3,000

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Saturday</b>			
Action Sports Arena	10/08/2022 06:00 PM - 10:00 PM	Event	2,900.00
Baja Blues Restaurant	10/08/2022 06:00 PM - 10:00 PM	Event	No Charge
<b>Total:</b>			<b>2,900.00</b>

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

Move out must be completed by 11:59 PM Saturday - October 8, 2022 to avoid additional charges.

Estimated Equipment Fees					
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>	<u>Actual</u>
Barricade (Metal)	N/A	N/A		15.00 EA	N/A
Barricade (Plastic)	Included ( <i>Spectator Safety</i> )	125.00	EA	0.00 EA	No Charge
Bleacher Rental	Per Payment Schedule	1.00	EA	600.00 EVT	600.00
Chair (Individual)	Estimate 200	200.00	EA	0.50 EA	100.00
Dumpster	Estimate 8	8.00	EA	19.00 EA	152.00
Electrical Splitter Box	Estimate 2	2.00	EA	55.00 EA	110.00
Forklift	Estimate 2 Hours	2.00	HR	75.00 HR	150.00
Marquee Board	10/02/2022 - 10/08/2022	1.00	WK	Included	Included
Sound System	Included ( <i>In Facility</i> )	1.00	EA	Included	Included
Sweeper (In-House)	Estimate 2 Hours	2.00	HR	75.00 HR	150.00
<b>Total:</b>					<b>1,262.00</b>

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
<b>Set Up</b>						
Grounds Attendant - Arena Prep	Estimate 9 Hours	9.00	HR	26.00	HR	234.00
Janitorial Attendant	10/08/2022 01:30PM - 05:30PM	1.00	EA	26.00	HR	104.00
Electrician	Estimate 1 Hour	1.00	HR	65.00	HR	65.00
<b>Event Day</b>						
Janitorial Attendant	10/08/2022 05:30PM - 10:30PM	4.00	EA	26.00	HR	520.00
<b>Clean Up</b>						
Grounds Attendant	Estimate 3 Hours	3.00	HR	26.00	HR	78.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	26.00	HR	208.00
<u>Event Sales &amp; Services</u>						
Event Coordinator	10/08/2022 05:00PM - 10:30PM	1.00	EA	51.50	HR	283.25
<u>Safety &amp; Security</u>						
Security Attendant	10/08/2022 05:00PM - 10:30PM	4.00	EA	26.00	HR	572.00

# EXHIBIT A

## Event Information

### Outside Services

Orange County Sheriff Services	Estimate Only	1.00	EA	3,000.00	EVT	3,000.00
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	600.00	EVT	600.00
<b>Total:</b>						<b>5,664.25</b>

### Summary

Facility Rental Total	\$2,900.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$6,926.25
<b>Grand Total:</b>	<b>\$9,826.25</b>

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	10/11/2022	\$9,826.25
<b>Total:</b>		<b>\$9,826.25</b>

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# EXHIBIT A

## Event Information

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### **STATE FIRE MARSHAL**

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

# EXHIBIT A

Event Information			
Event Name:	Costa Mesa Speedway - Fall Classic / Speedway / Sidecars / Juniors	Contract No:	R-078-22
		Phone:	(949) 492-9933
Contact Person:	Brad Oxley	Hours:	Gates Open: 6:00 PM
Event Date:	10/15/2022		Races: 7:30 PM - 10:00 PM
Admission Price:	Adult: \$20.00   Child: \$10.00		
Vehicle Parking Fee:	\$10.00 General Parking & Motorcycles	Projected Attendance:	1,800

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Saturday</b>			
Action Sports Arena	10/15/2022 06:00 PM - 10:00 PM	Event	2,900.00
Baja Blues Restaurant	10/15/2022 06:00 PM - 10:00 PM	Event	No Charge
<b>Total:</b>			<b>2,900.00</b>

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

Move out must be completed by 11:59 PM Saturday - October 15, 2022 to avoid additional charges.

Estimated Equipment Fees					
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>	<u>Actual</u>
Barricade (Metal)	N/A	N/A		15.00 EA	N/A
Barricade (Plastic)	Included ( <i>Spectator Safety</i> )	125.00	EA	0.00 EA	No Charge
Bleacher Rental	Per Payment Schedule	1.00	EA	600.00 EVT	600.00
Chair (Individual)	Estimate 200	200.00	EA	0.50 EA	100.00
Dumpster	Estimate 8	8.00	EA	19.00 EA	152.00
Electrical Splitter Box	Estimate 2	2.00	EA	55.00 EA	110.00
Forklift	Estimate 2 Hours	2.00	HR	75.00 HR	150.00
Marquee Board	10/09/2022 - 10/15/2022	1.00	WK	Included	Included
Sound System	Included ( <i>In Facility</i> )	1.00	EA	Included	Included
Sweeper (In-House)	Estimate 2 Hours	2.00	HR	75.00 HR	150.00
<b>Total:</b>					<b>1,262.00</b>

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
<b>Set Up</b>						
Grounds Attendant - Arena Prep	Estimate 9 Hours	9.00	HR	26.00	HR	234.00
Janitorial Attendant	10/15/2022 01:30PM - 05:30PM	1.00	EA	26.00	HR	104.00
Electrician	Estimate 1 Hour	1.00	HR	65.00	HR	65.00
<b>Event Day</b>						
Janitorial Attendant	10/15/2022 05:30PM - 10:30PM	4.00	EA	26.00	HR	520.00
<b>Clean Up</b>						
Grounds Attendant	Estimate 3 Hours	3.00	HR	26.00	HR	78.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	26.00	HR	208.00
<u>Event Sales &amp; Services</u>						
Event Coordinator	10/15/2022 05:00PM - 10:30PM	1.00	EA	51.50	HR	283.25
<u>Safety &amp; Security</u>						
Security Attendant	10/15/2022 05:00PM - 10:30PM	2.00	EA	26.00	HR	286.00

# EXHIBIT A

## Event Information

### Outside Services

Orange County Sheriff Services	N/A	N/A	N/A	N/A
Trash Collection & Sweeping Services	Estimate Only	1.00 EA	600.00 EVT	600.00
<b>Total:</b>				<b>2,378.25</b>

### Summary

Facility Rental Total	\$2,900.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$3,640.25
<b>Grand Total:</b>	<b>\$6,540.25</b>

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	10/18/2022	\$6,540.25
<b>Total:</b>		<b>\$6,540.25</b>

Please Remit Payment in \*Check Only\*

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

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

### ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

### CANNABIS EVENTS

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

### CANOPIES / TENTS

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

### DRONES

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

No remotely controlled aircraft or ground vehicle devices are authorized to operate on, above or below OCFEC property at any time without the express written consent of the OCFEC and/or the proper law enforcement authority. This procedure includes, but is not limited to unmanned aircraft systems, radio controlled model aircraft, other devices that can be operated in airspace and remote controlled cars/ground vehicles.

Possession or operation of such remotely controlled aircraft or ground vehicle devices without prior written consent will result in the confiscation of all related materials, removal from OCFEC property, and/or a response from applicable law enforcement authority.

# EXHIBIT A

## Event Information

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

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

### **EXHIBIT V**

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

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

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

### **RECYCLING / SB 1383**

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

### **SOUND ORDINANCE**

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

### **STATE FIRE MARSHAL**

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

FORM F-31

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

AGREEMENT NO. **R-079-22**

DATE **March 13, 2022**

FAIRTIME

INTERIM **XX**

### **RENTAL AGREEMENT**

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

#### **WITNESSETH:**

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

**June 4 - 6, 2022**

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

**See Exhibit A**

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

**The So-Cal Classic**

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

**\$16,209.00**

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



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

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

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

**Bugorama Promotions  
17031 Newland Street  
Huntington Beach, CA 92647**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: Mike Hole, Promoter

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

# EXHIBIT A

Event Information			
Event Name:	The So-Cal Classic	Contract No:	R-079-22
Contact Person:	Mike Hole	Phone:	(916) 837-5859
Event Date:	06/05/2022	Hours:	Sunday: 6:00 AM - 4:00 PM
Admission Price:	\$20.00 General Admission		
Vehicle Parking Fee:	\$10.00 General Parking	Projected Attendance:	2,500

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Saturday</b>			
Parking Lot A (South)	06/04/2022 07:00 AM - 05:00 PM	Move In	1,050.00
<b>Sunday</b>			
Parking Lot A (South)	06/05/2022 06:00 AM - 04:00 PM	Event	2,100.00
<b>Monday</b>			
Parking Lot A (South)	06/06/2022 07:00 AM - 11:59 AM	Move Out	No Charge
<b>Total:</b>			<b>3,150.00</b>

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

Move out must be completed by 11:59 AM Monday - June 6, 2022 to avoid additional charges.

Estimated Equipment Fees					
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>	<u>Actual</u>
20 Amp Drop	TBD	TBD	EA	25.00 EA	TBD
50 Amp Drop	TBD	TBD	EA	70.00 EA	TBD
100 Amp Drop	Estimate 1	1.00	EA	180.00 EA	180.00
Barricade (Metal)	TBD	TBD	EA	15.00 EA	TBD
Cable Ramp	TBD	TBD	EA	15.00 EA	TBD
Dumpster	Estimate 15	15.00	EA	19.00 EA	285.00
Electrical Splitter Box	TBD	TBD	EA	55.00 EA	TBD
Electrical Usage Rate	Estimate Only	1.00	EA	250.00 EVT	250.00
Forklift	TBD	TBD	HR	75.00 HR	TBD
Hang Tag - 1 Day	Estimate 25	25.00	EA	5.00 EA	125.00
Marquee Board	05/30/2022 - 06/05/2022	1.00	WK	Included	Included
Picnic Table (Rectangular & Round)	TBD	TBD	EA	15.00 EA	TBD
Portable PA System (w/Wired Mic, Stand and 4 Speakers)	TBD	TBD	EA	300.00 EA/DAY	TBD
Portable Electronic Message Board	06/05/2022	2.00	EA	75.00 EA/DAY	150.00
Scissor Lift	TBD	TBD	HR	75.00 HR	TBD
Stanchion	TBD	TBD	EA	5.00 EA	TBD
Sweeper (In-House)	Estimate 8 Hours	8.00	HR	75.00 HR	600.00
Ticket Booth (Double Window)	TBD	TBD	EA	100.00 EA	TBD
<b>Total:</b>					<b>1,590.00</b>

Reimbursable Personnel & Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant Lead	Estimate 12 Hours	12.00	HR	31.00	HR	372.00
Grounds Attendant	Estimate 12 Hours	12.00	HR	26.00	HR	312.00
Janitorial Attendant	Estimate 12 Hours	12.00	HR	26.00	HR	312.00

# EXHIBIT A

## Event Information

### Event Day

Grounds Attendant Lead	06/05/2022 05:00AM - 05:00PM	1.00	EA	31.00	HR	372.00
Grounds Attendant	06/05/2022 05:00AM - 05:00PM	2.00	EA	26.00	HR	624.00
Janitorial Attendant	06/05/2022 05:00AM - 05:00PM	3.00	EA	26.00	HR	936.00
Electrician	TBD	TBD	EA	65.00	HR	TBD

### Clean Up

Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	31.00	HR	248.00
Grounds Attendant	Estimate 12 Hours	12.00	HR	26.00	HR	312.00
Janitorial Attendant	Estimate 12 Hours	12.00	HR	26.00	HR	312.00

### Event Sales & Services

Event Coordinator	06/05/2022 05:00AM - 05:00PM	1.00	EA	51.50	HR	618.00
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### Parking

Parking Attendant Lead	Estimate 8 Hours	8.00	HR	31.00	HR	248.00
Parking Attendant	Estimate 16 Hours	16.00	HR	26.00	HR	416.00

### Safety & Security

Security Attendant Lead	06/05/2022 05:00AM - 04:30PM	1.00	EA	31.00	HR	356.50
Security Attendant	06/05/2022 05:00AM - 04:30PM	8.00	EA	26.00	HR	2,392.00

### Technology

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

Emergency Medical Services	06/05/2022 05:30AM - 04:30PM	2.00	EA	27.00	HR	594.00
Sound Engineer	06/05/2022	1.00	EA	800.00	EA/DAY	800.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	350.00	EVT	350.00

**Total: 9,969.00**

### Summary

Facility Rental Total	\$3,150.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$11,559.00
Refundable Deposit	\$1,500.00

**Grand Total: \$16,209.00**

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment - (25% of Facility Fee)	Upon Signing	\$787.50
Second Payment	05/05/2022	\$15,421.50

**Total: \$16,209.00**

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

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

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

# EXHIBIT A

## Event Information

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

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

### **CANNABIS EVENTS**

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

### **CANOPIES / TENTS**

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

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

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

### **EXHIBIT V**

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

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

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

### **RECYCLING / SB 1383**

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

### **SOUND ORDINANCE**

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

### **STATE FIRE MARSHAL**

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

FORM F-31

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

AGREEMENT NO. **R-080-22**

DATE **March 23, 2022**

FAIRTIME

INTERIM **XX**

### **RENTAL AGREEMENT**

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

#### **WITNESSETH:**

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

**May 6 - 7, 2022**

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

#### **See Exhibit A**

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

#### **March of Dimes - March for Babies**

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

**\$12,050.25**

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

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

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

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

**March of Dimes, Inc.**  
**2222 Martin, Suite #270**  
**Irvine, CA 92612**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: **Chris Garrett, Regional Executive Director**

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

# EXHIBIT A

Event Information			
Event Name:	March of Dimes - March for Babies	Contract No:	R-080-22
Contact Person:	Cassandra Dawson	Phone:	(818) 539-2184
Event Date:	05/07/2022	Hours:	Registration: 7:30 AM Race & Festival: 8:30 AM - 12:00 PM
Admission Price:	TBD		
Vehicle Parking Fee:	\$10.00 General Parking	Projected Attendance:	4,000

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday			
Parking Lot D	05/06/2022 07:00 AM - 08:00 PM	Move In	1,050.00
Saturday			
Parking Lot D	05/07/2022 07:30 AM - 12:00 PM	Event	2,100.00
Total:			3,150.00

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

Move out must be completed by 5:00 PM Saturday - May 7, 2022 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
20 Amp Drop	TBD	TBD	EA	25.00	EA	TBD
Barricade (Plastic)	Estimate 10	10.00	EA	15.00	EA	150.00
Dumpster	Estimate 14	14.00	EA	19.00	EA	266.00
Electrical Splitter Box	TBD	TBD	EA	55.00	EA	TBD
Electrical Usage Rate	Estimate Only	1.00	EA	250.00	EVT	250.00
Forklift	Estimate 2 Hours	2.00	HR	75.00	HR	150.00
Hang Tag - 1 Day	TBD	TBD	EA	5.00	EA	TBD
Picnic Table (Rectangular & Round)	TBD	TBD	EA	15.00	EA	TBD
Portable Electronic Message Board	05/07/2022	2.00	EA	75.00	EA/DAY	150.00
Scissor Lift	TBD	TBD	HR	75.00	HR	TBD
Sweeper (In-House)	Estimate 5 Hours	5.00	HR	75.00	HR	375.00
Umbrella w/Stand	TBD	TBD	EA	15.00	EA	TBD
<b>Total:</b>						<b>1,341.00</b>

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
<b>Set Up</b>						
Grounds Attendant	Estimate 8 Hours	8.00	HR	26.00	HR	208.00
Janitorial Attendant	Estimate 6 Hours	6.00	HR	26.00	HR	156.00
Electrician	Estimate 2 Hours	2.00	HR	65.00	HR	130.00
<b>Event Day</b>						
Grounds Attendant Lead	05/07/2022 06:30AM - 01:00PM	1.00	EA	31.00	HR	201.50
Grounds Attendant	05/07/2022 06:30AM - 01:00PM	2.00	EA	26.00	HR	338.00
Janitorial Attendant	05/07/2022 06:30AM - 01:00PM	4.00	EA	26.00	HR	676.00
<b>Clean Up</b>						
Grounds Attendant	Estimate 8 Hours	8.00	HR	26.00	HR	208.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	26.00	HR	208.00
Electrician	Estimate 2 Hours	2.00	HR	65.00	HR	130.00
<u>Event Sales &amp; Services</u>						
Event Coordinator	05/07/2022 06:30AM - 01:00PM	1.00	EA	51.50	HR	334.75

# EXHIBIT A

## Event Information

### Parking

Parking Attendant Lead	Estimate 8 Hours	8.00	HR	31.00	HR	248.00
Parking Attendant	Estimate 16 Hours	16.00	HR	26.00	HR	416.00

### Safety & Security

Security Attendant - Overnight	05/06/2022 08:00PM - 07:30AM	2.00	EA	26.00	HR	598.00
Security Attendant Lead	05/07/2022 06:30AM - 01:00PM	1.00	EA	31.00	HR	201.50
Security Attendant	05/07/2022 06:30AM - 01:00PM	6.00	EA	26.00	HR	1,014.00

### Outside Services

Emergency Medical Services	05/07/2022 07:00AM - 12:30PM	2.00	EA	27.00	HR	297.00
Sound Engineer	05/07/2022	1.00	EA	800.00	EA/DAY	800.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50

**Total: 6,559.25**

### Summary

Facility Rental Total	\$3,150.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$7,900.25
Refundable Deposit	\$1,000.00

**Grand Total: \$12,050.25**

### Payment Schedule

#### Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$6,025.25
Second Payment	04/07/2022	\$6,025.00

**Total: \$12,050.25**

Please Remit Payment in \*Check Only\*

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

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

### ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

### CANNABIS EVENTS

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

### CANOPIES / TENTS

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



# EXHIBIT A

## Event Information

### EVENT PROGRAM POLICIES AND PROCEDURES

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

### EXHIBIT V

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

### MARKING THE GROUNDS

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

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

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

### RECYCLING / SB 1383

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

### SOUND ORDINANCE

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

### STATE FIRE MARSHAL

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

FORM F-31

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

AGREEMENT NO. **R-086-22**

DATE **March 16, 2022**

FAIRTIME

INTERIM **XX**

### **RENTAL AGREEMENT**

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

#### **WITNESSETH:**

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

**May 7, 2022**

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

#### **See Exhibit A**

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

#### **OCWS - Spring Membership Event**

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

**\$2,499.00**

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

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

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

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

**Orange County Wine Society**  
**P.O. Box 11059**  
**Costa Mesa, CA 92627**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Fran Gitsham, President**

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

# EXHIBIT A

Event Information			
<b>Event Name:</b>	OCWS - Spring Membership Event	<b>Contract No:</b>	R-086-22
<b>Contact Person:</b>	Fran Gitsham	<b>Phone:</b>	(714) 287-9663
<b>Event Date:</b>	05/07/2022	<b>Hours:</b>	3:00 PM - 7:00 PM
<b>Vehicle Parking Fee:</b>	No Charge (Private Event)	<b>Projected Attendance:</b>	130

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Saturday</b>			
Courtyard	05/07/2022 10:00 AM - 03:00 PM	Move In	No Charge
Courtyard	05/07/2022 03:00 PM - 07:00 PM	Event	450.00
<b>Total:</b>			<b>450.00</b>

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

**Move out must be completed by 11:59 PM Saturday - May 7, 2022 to avoid additional charges.**

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
Dumpster	Estimate 4	4.00	EA	19.00	EA	76.00
Electrical Splitter Box	Estimate 3	3.00	EA	55.00	EA	165.00
Electrical Usage Rate	Estimate Only	1.00	EA	200.00	EVT	200.00
Forklift	Estimate 4 Hours	4.00	HR	75.00	HR	300.00
Picnic Table (Rectangular & Round)	Estimate 22	22.00	EA	15.00	EA	330.00
Straw Bale	TBD	TBD	EA	5.00	EA	TBD
Sweeper (In-House)	Estimate 2 Hours	2.00	HR	75.00	HR	150.00
<b>Total:</b>						<b>1,221.00</b>

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<b><u>Event Operations</u></b>						
<b>Set Up</b>						
Grounds Attendant Lead	Estimate 2 Hours	2.00	HR	31.00	HR	62.00
Grounds Attendant	Estimate 4 Hours	4.00	HR	26.00	HR	104.00
Electrician	Estimate 1 Hour	1.00	HR	65.00	HR	65.00
<b>Clean Up</b>						
Grounds Attendant Lead	Estimate 4 Hours	4.00	HR	31.00	HR	124.00
Grounds Attendant	Estimate 4 Hours	4.00	HR	26.00	HR	104.00
Janitorial Attendant	Estimate 4 Hours	4.00	HR	26.00	HR	104.00
Electrician	Estimate 1 Hour	1.00	HR	65.00	HR	65.00
<b>Total:</b>						<b>628.00</b>

## Summary

Facility Rental Total	\$450.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$1,849.00
Refundable Deposit	\$200.00
<b>Grand Total:</b>	<b>\$2,499.00</b>

## Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$2,499.00
<b>Total:</b>		<b>\$2,499.00</b>

# EXHIBIT A

## Event Information

Please Remit Payment in \*Check Only\*

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

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

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

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

### **CANNABIS EVENTS**

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

### **CANOPIES / TENTS**

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

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

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

### **EXHIBIT V**

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

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

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

### **RECYCLING / SB 1383**

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

# EXHIBIT A

## Event Information

### **SOUND ORDINANCE**

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

### **STATE FIRE MARSHAL**

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

FORM F-31

AGREEMENT NO. **R-087-22**

REVIEWED \_\_\_\_\_

DATE **March 22, 2022**

FAIRTIME

INTERIM **XX**

APPROVED \_\_\_\_\_

### **RENTAL AGREEMENT**

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

### **WITNESSETH:**

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

**May 6 - 7, 2022**

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

### **See Exhibit A**

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

### **California Sneaker Convention**

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

**\$16,717.50**

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

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

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

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

**The Conventions Company LLC**  
**4181 Citrus Street**  
**Kissimmee, FL 34746**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: **Frank Martinez, Owner**

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



# EXHIBIT A

Event Information			
Event Name:	California Sneaker Convention	Contract No:	R-087-22
Contact Person:	Frank Martinez	Phone:	(407) 272-8636
Event Date:	05/07/2022	Hours:	Saturday: 12:00 PM - 7:00 PM
Admission Price:	\$15.00		
Vehicle Parking Fee:	\$10.00 General Parking	Projected Attendance:	700

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Friday</b>			
Costa Mesa Building (#10)	05/06/2022 09:00 AM - 05:00 PM	Move In	2,300.00
<b>Saturday</b>			
Costa Mesa Building (#10)	05/07/2022 12:00 PM - 07:00 PM	Event	4,600.00
Costa Mesa Building (#10)	05/07/2022 07:00 PM - 11:59 PM	Move Out	No Charge
<b>Total:</b>			<b>6,900.00</b>

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

Move out must be completed by 11:59 PM Saturday - May 7, 2022 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
20 Amp Drop	TBD	TBD	EA	25.00	EA	TBD
50 Amp Drop	TBD	TBD	EA	70.00	EA	TBD
100 Amp Drop	Estimate 1	1.00	EA	180.00	EA	180.00
Barricade (Plastic)	TBD	TBD	EA	15.00	EA	TBD
Bench (Metal)	TBD	TBD	EA	15.00	EA	TBD
Chair (Individual)	TBD	TBD	EA	2.50	EA	TBD
Dumpster	Estimate 10	10.00	EA	19.00	EA	190.00
Electrical Splitter Box	Estimate 5	5.00	EA	55.00	EA	275.00
Electrical Usage Rate	Estimate Only	1.00	EA	350.00	EVT	350.00
Forklift	TBD	TBD	HR	75.00	HR	TBD
Hang Tag - 1 Day	TBD	TBD	EA	5.00	EA	TBD
Man Lift	Estimate 2 Hours	2.00	HR	75.00	HR	150.00
Marquee Board	05/01/2022 - 05/07/2022	1.00	WK	Included		Included
Picnic Table (Rectangular & Round)	TBD	TBD	EA	15.00	EA	TBD
Portable Electronic Message Board	05/07/2022	2.00	EA	75.00	EA/DAY	150.00
Public Address System (Per Building)	TBD	TBD	EA	75.00	EA/DAY	TBD
Stanchion	Estimate 5	5.00	EA	5.00	EA	25.00
Sweeper (In-House)	Estimate 5 Hours	5.00	HR	75.00	HR	375.00
<b>Total:</b>						<b>1,695.00</b>

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<b><u>Event Operations</u></b>						
<b>Set Up</b>						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	31.00	HR	248.00
Grounds Attendant	Estimate 10 Hours	10.00	HR	26.00	HR	260.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	26.00	HR	208.00
Electrician	Estimate 2 Hours	2.00	HR	65.00	HR	130.00

# EXHIBIT A

## Event Information

### Event Day

Grounds Attendant Lead	05/07/2022 11:00AM - 08:00PM	1.00	EA	31.00	HR	279.00
Grounds Attendant	05/07/2022 11:00AM - 08:00PM	2.00	EA	26.00	HR	468.00
Janitorial Attendant	05/07/2022 11:00AM - 08:00PM	3.00	EA	26.00	HR	702.00
Electrician	05/07/2022 11:00AM - 08:00PM	1.00	EA	65.00	HR	585.00

### Clean Up

Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	31.00	HR	248.00
Grounds Attendant	Estimate 8 Hours	8.00	HR	26.00	HR	208.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	26.00	HR	208.00
Electrician	Estimate 2 Hours	2.00	HR	65.00	HR	130.00

### Event Sales & Services

Event Coordinator	05/07/2022 11:00AM - 08:00PM	1.00	EA	51.50	HR	463.50
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### Parking

Parking Attendant Lead	Estimate 8 Hours	8.00	HR	31.00	HR	248.00
Parking Attendant	Estimate 16 Hours	16.00	HR	26.00	HR	416.00

### Safety & Security

Security Attendant Lead	05/07/2022 11:00AM - 07:30PM	1.00	EA	31.00	HR	263.50
Security Attendant	05/07/2022 11:00AM - 07:30PM	3.00	EA	26.00	HR	663.00

### Technology

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

Emergency Medical Services*	TBD	TBD	EA	27.00	HR	TBD
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50

\*Emergency Medical Services are required by OCFEC if attendance is 1,000 or greater.

**Total: 6,122.50**

### Summary

Facility Rental Total	\$6,900.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$7,817.50
Refundable Deposit	\$2,000.00

**Grand Total: \$16,717.50**

### Payment Schedule

#### Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$16,717.50
<b>Total:</b>		<b>\$16,717.50</b>

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

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

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

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

# EXHIBIT A

## Event Information

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

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

### **CANNABIS EVENTS**

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

### **CANOPIES / TENTS**

Canopies and tents are not permitted inside OCFEC buildings or breezeways per the State Fire Marshal.

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

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

### **EXHIBIT V**

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

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

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

### **RECYCLING / SB 1383**

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

### **SOUND ORDINANCE**

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

### **STATE FIRE MARSHAL**

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

FORM F-31

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

AGREEMENT NO. **R-088-22**

DATE **March 23, 2022**

FAIRTIME

INTERIM **XX**

### **RENTAL AGREEMENT**

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

#### **WITNESSETH:**

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

**April 3, 2022**

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

#### **See Exhibit A**

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

#### **Speedway Film Shoot**

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

**\$1,762.00**

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

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

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

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

**Race Service LLC  
5126 Venice Boulevard  
Los Angeles, CA 90019**

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

By:\_\_\_\_\_Date:\_\_\_\_\_  
**Title: Max Vandenberg, Project Manager**

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

# EXHIBIT A

## Event Information

<b>Event Name:</b>	Speedway Film Shoot	<b>Contract No:</b>	R-088-22
<b>Contact Person:</b>	Max Vandenberg	<b>Phone:</b>	(267) 566-4094
<b>Event Date:</b>	04/03/2022	<b>Hours:</b>	9:00 AM - 9:00 PM
<b>Admission Price:</b>	Move In Photoshoot		
<b>Vehicle Parking Fee:</b>	No Charge	<b>Projected Attendance:</b>	20

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Sunday</b>			
Action Sports Arena	04/03/2022 09:00 AM - 09:00 PM	Move In	1,450.00
<b>Total:</b>			<b>1,450.00</b>

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

Move out must be completed by 11:59 PM Sunday - April 3, 2022 to avoid additional charges.

## Reimbursable Personnel and Services Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Event Operations</b>				
<b>Event Day</b>				
Janitorial Attendant	Estimate 12 Hours	12.00 HR	26.00 HR	312.00
<b>Total:</b>				<b>312.00</b>

## Summary

Facility Rental Total	\$1,450.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$312.00
<b>Grand Total:</b>	<b>\$1,762.00</b>

## Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$1,762.00
<b>Total:</b>		<b>\$1,762.00</b>

Please Remit Payment in \*Check Only\*

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

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

## ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

# EXHIBIT A

## Event Information

### CANNABIS EVENTS

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

### CANOPIES / TENTS

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

### DRONES

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

No remotely controlled aircraft or ground vehicle devices are authorized to operate on, above or below OCFEC property at any time without the express written consent of the OCFEC and/or the proper law enforcement authority. This procedure includes, but is not limited to unmanned aircraft systems, radio controlled model aircraft, other devices that can be operated in airspace and remote controlled cars/ground vehicles.

Possession or operation of such remotely controlled aircraft or ground vehicle devices without prior written consent will result in the confiscation of all related materials, removal from OCFEC property, and/or a response from applicable law enforcement authority.

### EVENT PROGRAM POLICIES AND PROCEDURES

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

### EXHIBIT V

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

### RECYCLING / SB 1383

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

### SOUND ORDINANCE

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

# EXHIBIT A

## Event Information

### **STATE FIRE MARSHAL**

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



FORM F-31

REVIEWED CD 3.23.22

APPROVED \_\_\_\_\_

AGREEMENT NO. **R-089-22**

DATE **March 23, 2022**

FAIRTIME

INTERIM **XX**

### **RENTAL AGREEMENT**

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

#### **WITNESSETH:**

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

**May 19 - 24, 2022**

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

#### **See Exhibit A**

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

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

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

**\$40,309.50**

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

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

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

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

**Ipsos Insight, LLC  
301 Merrit #7  
Norwalk, CT 06951**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Mark P. Campbell, V.P. & Treasurer**

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

# EXHIBIT A

Event Information				
<b>Event Name:</b>	Ipsos Automotive Research Event	<b>Contract No:</b>	R-089-22	
<b>Contact Person:</b>	Matthew Eferstein	<b>Phone:</b>	(516) 534-0244	
<b>Event Date:</b>	05/20/2022 - 05/24/2022	<b>Hours:</b>	Friday: 5:00 PM - 8:30 PM	
			Saturday - Monday: 7:00 AM - 8:30 PM	
			Tuesday: 7:00 AM - 4:00 PM	

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

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Thursday</b>			
Huntington Beach Building (#12)	05/19/2022 07:00 AM - 10:00 PM	Move In	1,800.00
<b>Friday</b>			
Huntington Beach Building (#12)	05/20/2022 07:00 AM - 05:00 PM	Move In	No Charge
Huntington Beach Building (#12)	05/20/2022 05:00 PM - 08:30 PM	Event	3,600.00
<b>Saturday</b>			
Huntington Beach Building (#12)	05/21/2022 07:00 AM - 08:30 PM	Event	3,600.00
<b>Sunday</b>			
Huntington Beach Building (#12)	05/22/2022 07:00 AM - 08:30 PM	Event	3,600.00
<b>Monday</b>			
Huntington Beach Building (#12)	05/23/2022 07:00 AM - 08:30 PM	Event	3,600.00
<b>Tuesday</b>			
Huntington Beach Building (#12)	05/24/2022 07:00 AM - 04:00 PM	Event	3,600.00
Huntington Beach Building (#12)	05/24/2022 04:00 PM - 11:59 PM	Move Out	No Charge
<b>Total:</b>			<b>19,800.00</b>

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

**Move out must be completed by 11:59 PM Tuesday - May 24, 2022 to avoid additional charges.**

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
50 MB Internet - Hard Line	05/19/2022 - 05/24/2022	2.00	EA	450.00	EA/DAY	5,400.00
100 Amp Drop	Estimate 1	1.00	EA	180.00	EA	180.00
Dumpster	Estimate 5	5.00	EA	19.00	EA	95.00
Electrical Usage Rate	Estimate Only	1.00	EA	1,750.00	EVT	1,750.00
Gaffers Tape (Cover Doors)	Estimate 10	10.00	EA	30.00	EA	300.00
Man Lift (Cover Cameras)	Estimate 2 Hours	2.00	HR	75.00	HR	150.00
Scissor Lift	Estimate 1 Hour	1.00	HR	75.00	HR	75.00
Sweeper (In-House)	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
Wireless Internet Router	TBD	TBD	EA	75.00	EA	TBD
<b>Total:</b>						<b>8,175.00</b>

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	31.00	HR	248.00
Grounds Attendant	Estimate 16 Hours	16.00	HR	26.00	HR	416.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	26.00	HR	208.00
Electrician	Estimate 1 Hour	1.00	HR	65.00	HR	65.00

# EXHIBIT A

## Event Information

### Event Day

Grounds Attendant	05/20/2022 Estimate 8 Hours	8.00	HR	26.00	HR	208.00
Janitorial Attendant	05/20/2022 Estimate 16 Hours	16.00	HR	26.00	HR	416.00
Grounds Attendant	05/21/2022 Estimate 8 Hours	8.00	HR	26.00	HR	208.00
Janitorial Attendant	05/21/2022 Estimate 16 Hours	16.00	HR	26.00	HR	416.00
Grounds Attendant	05/22/2022 Estimate 8 Hours	8.00	HR	26.00	HR	208.00
Janitorial Attendant	05/22/2022 Estimate 16 Hours	16.00	HR	26.00	HR	416.00
Grounds Attendant	05/23/2022 Estimate 8 Hours	8.00	HR	26.00	HR	208.00
Janitorial Attendant	05/23/2022 Estimate 16 Hours	16.00	HR	26.00	HR	416.00
Grounds Attendant	05/24/2022 Estimate 8 Hours	8.00	HR	26.00	HR	208.00
Janitorial Attendant	05/24/2022 Estimate 16 Hours	16.00	HR	26.00	HR	416.00

### Clean Up

Grounds Attendant	Estimate 16 Hours	16.00	HR	26.00	HR	416.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	26.00	HR	208.00
Electrician	Estimate 1 Hour	1.00	HR	65.00	HR	65.00

### Event Sales & Services

Event Coordinator	05/20/2022 Estimate 4 Hours	4.00	HR	51.50	HR	206.00
Event Coordinator	05/21/2022 Estimate 4 Hours	4.00	HR	51.50	HR	206.00
Event Coordinator	05/22/2022 Estimate 4 Hours	4.00	HR	51.50	HR	206.00
Event Coordinator	05/23/2022 Estimate 4 Hours	4.00	HR	51.50	HR	206.00
Event Coordinator	05/24/2022 Estimate 4 Hours	4.00	HR	51.50	HR	206.00

### Parking

Parking Attendant Lead	Estimate 8 Hours	8.00	HR	31.00	HR	248.00
Parking Attendant	Estimate 16 Hours	16.00	HR	26.00	HR	416.00

### Outside Services

State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
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**Total: 6,834.50**

### Summary

Facility Rental Total	\$19,800.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$15,009.50
Parking Buyout ( <i>Based upon 400 vehicles at \$10.00 per vehicle, per day</i> )	\$4,000.00
Refundable Deposit	\$1,500.00

**Grand Total: \$40,309.50**

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	<i>Upon Signing</i>	\$20,154.75
Second Payment	04/19/2022	\$20,154.75
<b>Total:</b>		<b>\$40,309.50</b>

Please Remit Payment in \*Check Only\*

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

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

# EXHIBIT A

## Event Information

### ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

### CANNABIS EVENTS

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

### EVENT PROGRAM POLICIES AND PROCEDURES

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

### EXHIBIT V

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

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

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

### RECYCLING / SB 1383

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

### SOUND ORDINANCE

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

### STATE FIRE MARSHAL

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

FORM F-31

REVIEWED CG 3.24.22

APPROVED \_\_\_\_\_

AGREEMENT NO. **R-090-22**

DATE **March 24, 2022**

FAIRTIME

INTERIM **XX**

### **RENTAL AGREEMENT**

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

#### **WITNESSETH:**

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

**May 14, 2022**

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

**See Exhibit A**

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

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

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

**\$9,515.50**

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

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

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

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

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

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

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

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

# EXHIBIT A

Event Information			
Event Name:	The Original O.C. Swap Meet	Contract No:	R-090-22
Contact Person:	David Sesena	Phone:	(949) 302-0355
Event Date:	05/14/2022	Hours:	9:00 AM - 3:00 PM
Admission Price:	Free Admission		
Vehicle Parking Fee:	\$10.00 General Parking	Projected Attendance:	3,500

Facility Rental Fees				
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>	
Saturday				
Parking Lot D	05/14/2022 06:00 AM - 09:00 AM	Move In	No Charge	
Parking Lot D	05/14/2022 09:00 AM - 03:00 PM	Event	2,100.00	
Parking Lot D	05/14/2022 03:00 PM - 07:00 PM	Move Out	No Charge	
Total:			2,100.00	

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

Move out must be completed by 7:00 PM Saturday - May 14, 2022 to avoid additional charges.

Estimated Equipment Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Barricade (Metal)	Estimate 20	20.00 EA	15.00 EA	300.00
Cable Ramp	Estimate 10	10.00 EA	15.00 EA	150.00
Dumpster	Estimate 10	10.00 EA	19.00 EA	190.00
Electrical Splitter Box	Estimate 1	1.00 EA	55.00 EA	55.00
Electrical Usage Rate	Estimate Only	1.00 EA	100.00 EVT	100.00
Forklift	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Hang Tag - 1 Day	TBD	TBD EA	5.00 EA	TBD
Marquee Board	05/08/2022 - 05/14/2022	1.00 WK	Included	Included
Picnic Table (Rectangular & Round)	TBD	TBD EA	15.00 EA	TBD
Portable Electronic Message Board	05/14/2022	2.00 EA	75.00 EA/DAY	150.00
Sweeper (In-House)	Estimate 4 Hours	4.00 HR	75.00 HR	300.00
<b>Total:</b>				<b>1,395.00</b>

Reimbursable Personnel and Services Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Event Operations</b>				
<b>Set Up</b>				
Grounds Attendant	Estimate 8 Hours	8.00 HR	26.00 HR	208.00
Electrician	Estimate 1 Hour	1.00 HR	65.00 HR	65.00
Plumber	TBD	TBD HR	65.00 HR	TBD
<b>Event Day</b>				
Grounds Attendant Lead	05/14/2022 06:00AM - 04:00PM	1.00 EA	31.00 HR	310.00
Grounds Attendant	05/14/2022 06:00AM - 04:00PM	1.00 EA	26.00 HR	260.00
Janitorial Attendant	05/14/2022 06:00AM - 04:00PM	2.00 EA	26.00 HR	520.00
Electrician	TBD	TBD EA	65.00 HR	TBD
<b>Clean Up</b>				
Grounds Attendant	Estimate 12 Hours	12.00 HR	26.00 HR	312.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	26.00 HR	104.00
Electrician	Estimate 1 Hour	1.00 HR	65.00 HR	65.00
Plumber	TBD	TBD HR	65.00 HR	TBD



# EXHIBIT A

## Event Information

### Event Sales & Services

Event Coordinator	05/14/2022 06:00AM - 04:00PM	1.00	EA	51.50	HR	515.00
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### Parking

Parking Attendant	Estimate 8 Hours	8.00	HR	26.00	HR	208.00
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### Safety & Security

Security Attendant Lead	05/14/2022 08:00AM - 03:30PM	1.00	EA	31.00	HR	232.50
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Security Attendant*	05/14/2022 08:00AM - 03:30PM	4.00	EA	26.00	HR	780.00
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*\*Security staffing subject to change based on operational needs.*

### Outside Services

Emergency Medical Services	05/14/2022 08:30AM - 03:30PM	2.00	EA	27.00	HR	378.00
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State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.00	HR	263.00	HR	263.00
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Trash Collection & Sweeping Services	Estimate Only	1.00	EA	300.00	EVT	300.00
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**Total: 4,520.50**

### Summary

Facility Rental Total	\$2,100.00
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Estimated Equipment, Reimbursable Personnel and Services Total	\$5,915.50
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Refundable Deposit	\$1,500.00
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**Grand Total: \$9,515.50**

### Payment Schedule

#### Payment Schedule

First Payment	<b>Amount</b>
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#### Due Date

*Upon Signing*

\$9,515.50

**Total: \$9,515.50**

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

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

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

### ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

### CANNABIS EVENTS

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

# EXHIBIT A

## Event Information

### **CANOPIES / TENTS**

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

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

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

### **EXHIBIT V**

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

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

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

### **RECYCLING / SB 1383**

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

### **SOUND ORDINANCE**

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

### **STATE FIRE MARSHAL**

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

FORM F-31

AGREEMENT NO. **R-091-22**

REVIEWED \_\_\_\_\_

DATE **April 14, 2022**

FAIRTIME

INTERIM **XX**

APPROVED \_\_\_\_\_

### **RENTAL AGREEMENT**

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

#### **WITNESSETH:**

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

**May 4 - 10, 2022**

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

#### **See Exhibit A**

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

#### **626 Night Market - OC**

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

**\$165,935.25**

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

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

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

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

**Incuplace, LLC**  
**P.O. Box 3772**  
**Alhambra, CA 91803**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: Jonny Hwang, Promoter

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

# EXHIBIT A

Event Information			
<b>Event Name:</b>	626 Night Market - OC	<b>Contract No:</b>	R-091-22
<b>Contact Person:</b>	Jonny Hwang	<b>Phone:</b>	(626) 765-5066
<b>Event Date:</b>	05/06/2022 - 05/08/2022	<b>Hours:</b>	Friday: 4:00 PM - 11:00 PM Saturday: 1:00 PM - 11:00 PM Sunday: 1:00 PM - 11:00 PM
<b>Admission Price:</b>	\$5.00		

<b>Vehicle Parking Fee:</b>	\$10.00 General Parking	<b>Projected Attendance:</b>	35,000
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Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Wednesday</b>			
OC Promenade (Span)	05/04/2022 07:00 AM - 11:59 PM	Move In	1,250.00
½ Parking Lot G	05/04/2022 07:00 AM - 11:59 PM	Move In	525.00
Parking Lot I	05/04/2022 07:00 AM - 11:59 PM	Move In	1,050.00
<b>Thursday</b>			
OC Promenade (Span)	05/05/2022 07:00 AM - 11:59 PM	Move In	1,250.00
½ Parking Lot G	05/05/2022 07:00 AM - 11:59 PM	Move In	525.00
Parking Lot I	05/05/2022 07:00 AM - 11:59 PM	Move In	1,050.00
<b>Friday</b>			
OC Promenade (Span)	05/06/2022 04:00 PM - 11:00 PM	Event	2,500.00
½ Parking Lot G	05/06/2022 04:00 PM - 11:00 PM	Event	1,050.00
Parking Lot I	05/06/2022 04:00 PM - 11:00 PM	Event	2,100.00
<b>Saturday</b>			
OC Promenade (Span)	05/07/2022 01:00 PM - 11:00 PM	Event	2,500.00
½ Parking Lot G	05/07/2022 01:00 PM - 11:00 PM	Event	1,050.00
Parking Lot I	05/07/2022 01:00 PM - 11:00 PM	Event	2,100.00
<b>Sunday</b>			
OC Promenade (Span)	05/08/2022 01:00 PM - 11:00 PM	Event	2,500.00
½ Parking Lot G	05/08/2022 01:00 PM - 11:00 PM	Event	1,050.00
Parking Lot I	05/08/2022 01:00 PM - 11:00 PM	Event	2,100.00
<b>Monday</b>			
OC Promenade (Span)	05/09/2022 07:00 AM - 11:59 PM	Dark Day	1,250.00
½ Parking Lot G	05/09/2022 07:00 AM - 11:59 PM	Dark Day	525.00
Parking Lot I	05/09/2022 07:00 AM - 11:59 PM	Dark Day	1,050.00
<b>Tuesday</b>			
OC Promenade (Span)	05/10/2022 07:00 AM - 11:59 PM	Dark Day	1,250.00
½ Parking Lot G	05/10/2022 07:00 AM - 11:59 PM	Dark Day	525.00
Parking Lot I	05/10/2022 07:00 AM - 11:59 PM	Dark Day	1,050.00
<b>Total:</b>			<b>28,250.00</b>

Hosting of this event in the above specified spaces, OC Promenade, ½ Parking Lot G and Parking Lot I, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensure that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.

Vendor move out must be completed by 11:59 PM Monday - May 9, 2022 to avoid additional charges.

Estimated Equipment Fees					
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>	<u>Actual</u>
20 Amp Drop	Estimate 21	21.00	EA	25.00 EA	525.00
30 Amp Drop	Estimate 4	4.00	EA	50.00 EA	200.00
50 Amp Drop	TBD	TBD	EA	70.00 EA	TBD

# EXHIBIT A

Event Information						
100 Amp Drop	Estimate 1	1.00	EA	180.00	EA	180.00
200 Amp Drop	Estimate 1	1.00	EA	360.00	EA	360.00
400 Amp Drop	Estimate 1	1.00	EA	720.00	EA	720.00
40 Yard Dumpster	Estimate 12	12.00	EA	216.00	EA	2,592.00
Barricade (Metal)	Estimate 18	18.00	EA	15.00	EA	270.00
Cable Ramp	Estimate 200	200.00	EA	15.00	EA	3,000.00
Concrete Base	TBD	TBD	EA	75.00	EA	TBD
Dumpster	TBD	TBD	EA	19.00	EA	TBD
Electrical Splitter Box	Estimate 84	84.00	EA	55.00	EA	4,620.00
Electrical Usage Rate	Estimate Only	1.00	EA	2,500.00	EVT	2,500.00
Forklift (40 Yard Dumpster)	Estimate 38 Hours	38.00	HR	75.00	HR	2,850.00
Forklift (Equipment)	Estimate 30 Hours	30.00	HR	75.00	HR	2,250.00
Forklift (Picnic Tables)	Estimate 24 Hours	24.00	HR	75.00	HR	1,800.00
Information Booth	TBD	TBD	EA	150.00	EA	TBD
Light Tower	Estimate 3	3.00	EA	400.00	EA	1,200.00
Man Lift	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
Marquee Board	04/11/2022 - 05/08/2022	4.00	WK	Included		Included
Picnic Table (Rectangular & Round)	Estimate 100	100.00	EA	15.00	EA	1,500.00
Portable Electronic Message Board	05/06/2022 - 05/08/2022	2.00	EA	75.00	EA/DAY	450.00
Propane & Diesel	TBD	TBD	GAL	5.00	GAL	TBD
Sand Bag	TBD	TBD	EA	0.50	EA	TBD
Scissor Lift	TBD	TBD	HR	75.00	HR	TBD
Stanchion	Estimate 200	200.00	EA	5.00	EA	1,000.00
Straw Bale	TBD	TBD	EA	5.00	EA	TBD
Sweeper (In-House)	Estimate 12 Hours	12.00	HR	75.00	HR	900.00
Ticket Booth (Double Window)	Estimate 2	2.00	EA	100.00	EA	200.00
Tonnage Weight (40 Yard Dumpster)	Estimate 31 Tons	31.00	TON	82.00	TON	2,542.00
Umbrella w/Stand	TBD	TBD	EA	15.00	EA	TBD
Total:						29,884.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
<b>Set Up</b>						
Grounds Attendant Lead	Estimate 12 Hours	12.00	HR	31.00	HR	372.00
Grounds Attendant (Fence Panels)	Estimate 8 Hours	8.00	HR	26.00	HR	208.00
Grounds Attendant	Estimate 64 Hours	64.00	HR	26.00	HR	1,664.00
Janitorial Attendant	Estimate 34 Hours	34.00	HR	26.00	HR	884.00
Electrician	Estimate 50 Hours	50.00	HR	65.00	HR	3,250.00
Plumber	Estimate 11 Hours	11.00	HR	65.00	HR	715.00
<b>Event Day</b>						
Grounds Attendant Lead	05/06/2022 03:00PM - 01:00AM	1.00	EA	31.00	HR	310.00
Grounds Attendant	05/06/2022 07:00AM - 03:30PM	4.00	EA	26.00	HR	884.00
Grounds Attendant	05/06/2022 03:00PM - 01:00AM	8.00	EA	26.00	HR	2,080.00
Janitorial Attendant Lead	05/06/2022 02:00PM - 01:00AM	1.00	EA	31.00	HR	341.00
Janitorial Attendant	05/06/2022 02:00PM - 01:00AM	17.00	EA	26.00	HR	4,862.00
Janitorial Attendant	05/06/2022 06:00PM - 01:00AM	8.00	EA	26.00	HR	1,456.00
Electrician	05/06/2022 03:00PM - 01:00AM	1.00	EA	65.00	HR	650.00
Plumber	Estimate 4 Hours	4.00	HR	65.00	HR	260.00

# EXHIBIT A

Event Information						
Grounds Attendant Lead	05/07/2022 12:00PM - 01:00AM	1.00	EA	31.00	HR	403.00
Grounds Attendant	05/07/2022 07:00AM - 03:30PM	4.00	EA	26.00	HR	884.00
Grounds Attendant	05/07/2022 12:00PM - 01:00AM	8.00	EA	26.00	HR	2,704.00
Janitorial Attendant Lead	05/07/2022 12:00PM - 01:00AM	1.00	EA	31.00	HR	403.00
Janitorial Attendant	05/07/2022 12:00PM - 01:00AM	17.00	EA	26.00	HR	5,746.00
Janitorial Attendant	05/07/2022 06:00PM - 01:00AM	8.00	EA	26.00	HR	1,456.00
Electrician	05/07/2022 12:00PM - 01:00AM	1.00	EA	65.00	HR	845.00
Plumber	Estimate 4 Hours	4.00	HR	65.00	HR	260.00
Grounds Attendant Lead	05/08/2022 12:00PM - 01:00AM	1.00	EA	31.00	HR	403.00
Grounds Attendant	05/08/2022 07:00AM - 03:30PM	4.00	EA	26.00	HR	884.00
Grounds Attendant	05/08/2022 12:00PM - 01:00AM	8.00	EA	26.00	HR	2,704.00
Janitorial Attendant Lead	05/08/2022 12:00PM - 01:00AM	1.00	EA	31.00	HR	403.00
Janitorial Attendant	05/08/2022 12:00PM - 01:00AM	17.00	EA	26.00	HR	5,746.00
Janitorial Attendant	05/08/2022 06:00PM - 01:00AM	8.00	EA	26.00	HR	1,456.00
Electrician	05/08/2022 12:00PM - 01:00AM	1.00	EA	65.00	HR	845.00
Plumber	Estimate 4 Hours	4.00	HR	65.00	HR	260.00
<b>Clean Up</b>						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	31.00	HR	248.00
Grounds Attendant	Estimate 32 Hours	32.00	HR	26.00	HR	832.00
Janitorial Attendant	Estimate 24 Hours	24.00	HR	26.00	HR	624.00
Electrician	Estimate 28 Hours	28.00	HR	65.00	HR	1,820.00
Plumber	Estimate 8 Hours	8.00	HR	65.00	HR	520.00
<b><u>Event Sales &amp; Services</u></b>						
Event Coordinator	05/06/2022 02:00PM - 11:30PM	1.00	EA	51.50	HR	489.25
Event Coordinator	05/07/2022 11:00AM - 11:30PM	1.00	EA	51.50	HR	643.75
Event Coordinator	05/08/2022 11:00AM - 11:30PM	1.00	EA	51.50	HR	643.75
<b><u>Parking</u></b>						
Parking Attendant Lead	Estimate 24 Hours	24.00	HR	31.00	HR	744.00
Parking Attendant	Estimate 54 Hours	54.00	HR	26.00	HR	1,404.00
<b><u>Safety &amp; Security</u></b>						
Security Attendant - Overnight	05/05/2022 10:30PM - 09:30AM	2.00	EA	26.00	HR	572.00
Security Attendant Lead	05/06/2022 03:00PM - 11:30PM	1.00	EA	31.00	HR	263.50
Security Attendant	05/06/2022 03:00PM - 11:30PM	15.00	EA	26.00	HR	3,315.00
Security Attendant - Overnight	05/06/2022 10:30PM - 09:30AM	2.00	EA	26.00	HR	572.00
Security Attendant Lead	05/07/2022 12:00PM - 11:30PM	1.00	EA	31.00	HR	356.50
Security Attendant	05/07/2022 12:00PM - 11:30PM	15.00	EA	26.00	HR	4,485.00
Security Attendant - Overnight	05/07/2022 10:30PM - 09:30AM	2.00	EA	26.00	HR	572.00
Security Attendant Lead	05/08/2022 12:00PM - 11:30PM	1.00	EA	31.00	HR	356.50
Security Attendant	05/08/2022 12:00PM - 11:30PM	15.00	EA	26.00	HR	4,485.00
Security Attendant - Overnight	05/08/2022 10:30PM - 09:30AM	2.00	EA	26.00	HR	572.00
<b><u>Technology</u></b>						
Technology Attendant	TBD	TBD	HR	51.50	HR	TBD

# EXHIBIT A

## Event Information

### Outside Services

Costa Mesa Police Department	TBD	TBD	EA	TBD	EVT	TBD
Emergency Medical Services	05/06/2022 03:30PM - 11:30PM	3.00	EA	27.00	HR	648.00
Emergency Medical Services	05/07/2022 12:30PM - 11:30PM	3.00	EA	27.00	HR	891.00
Emergency Medical Services	05/08/2022 12:30PM - 11:30PM	3.00	EA	27.00	HR	891.00
Orange County Sheriff Services	05/06/2022 Estimate Only	1.00	EA	5,400.00	EVT	5,400.00
Orange County Sheriff Services	05/07/2022 Estimate Only	1.00	EA	7,700.00	EVT	7,700.00
Orange County Sheriff Services	05/08/2022 Estimate Only	1.00	EA	7,700.00	EVT	7,700.00
Sound Engineer	05/06/2022 - 05/08/2022	1.00	EA	800.00	EA/DAY	2,400.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	5.00	HR	263.00	HR	1,315.00
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	4,000.00	EVT	4,000.00
<b>Total:</b>						<b>97,801.25</b>

### Summary

Facility Rental Total	\$28,250.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$127,685.25
Refundable Deposit	\$10,000.00
<b>Grand Total:</b>	<b>\$165,935.25</b>

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	<i>Upon Signing</i>	\$165,935.25
<b>Total:</b>		<b>\$165,935.25</b>

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

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

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

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

### ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

### BANNERS

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

### CANNABIS EVENTS

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



# EXHIBIT A

## Event Information

### **CANOPIES / TENTS**

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

### **CANS AND GLASS**

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

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

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

### **EXHIBIT V**

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

### **FOOD & BEVERAGE VENDOR FEE – OC NIGHT MARKET**

Incuplace, LLC agrees to pay \$150.00 per food vendor (per 10'x10' space) and \$100.00 per food truck to Spectra by no later than **Monday - April 25, 2022**. Spectra will sell and serve all alcohol beverages during this event. A complete food & beverage vendor list must be provided to Spectra with submittal of associated fees.

### **FUTURE TERMS**

Future terms and agreements subject to change.

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

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

### **PEPSI BEVERAGES**

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

### **RECYCLING / SB 1383**

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

### **SOUND ORDINANCE**

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

# EXHIBIT A

## Event Information

### **STATE FIRE MARSHAL**

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

FORM F-31

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

AGREEMENT NO. **R-092-22**

DATE **April 14, 2022**

FAIRTIME

INTERIM **XX**

### **RENTAL AGREEMENT**

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

#### **WITNESSETH:**

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

**May 11 - 16, 2022**

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

**See Exhibit A**

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

**626 Night Market - OC**

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

**\$160,765.25**

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

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

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

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

**Incuplace, LLC**  
**P.O. Box 3772**  
**Alhambra, CA 91803**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: Jonny Hwang, Promoter

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

# EXHIBIT A

Event Information			
<b>Event Name:</b>	626 Night Market - OC	<b>Contract No:</b>	R-092-22
<b>Contact Person:</b>	Jonny Hwang	<b>Phone:</b>	(626) 765-5066
<b>Event Date:</b>	05/13/2022 - 05/15/2022	<b>Hours:</b>	Friday: 4:00 PM - 11:00 PM Saturday: 1:00 PM - 11:00 PM Sunday: 1:00 PM - 11:00 PM
<b>Admission Price:</b>	\$5.00		

<b>Vehicle Parking Fee:</b>	\$10.00 General Parking	<b>Projected Attendance:</b>	35,000
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Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Wednesday</b>			
OC Promenade (Span)	05/11/2022 07:00 AM - 11:59 PM	Move In	1,250.00
½ Parking Lot G	05/11/2022 07:00 AM - 11:59 PM	Move In	525.00
Parking Lot I	05/11/2022 07:00 AM - 11:59 PM	Move In	1,050.00
<b>Thursday</b>			
OC Promenade (Span)	05/12/2022 07:00 AM - 11:59 PM	Move In	1,250.00
½ Parking Lot G	05/12/2022 07:00 AM - 11:59 PM	Move In	525.00
Parking Lot I	05/12/2022 07:00 AM - 11:59 PM	Move In	1,050.00
<b>Friday</b>			
OC Promenade (Span)	05/13/2022 04:00 PM - 11:00 PM	Event	2,500.00
½ Parking Lot G	05/13/2022 04:00 PM - 11:00 PM	Event	1,050.00
Parking Lot I	05/13/2022 04:00 PM - 11:00 PM	Event	2,100.00
<b>Saturday</b>			
OC Promenade (Span)	05/14/2022 01:00 PM - 11:00 PM	Event	2,500.00
½ Parking Lot G	05/14/2022 01:00 PM - 11:00 PM	Event	1,050.00
Parking Lot I	05/14/2022 01:00 PM - 11:00 PM	Event	2,100.00
<b>Sunday</b>			
OC Promenade (Span)	05/15/2022 01:00 PM - 11:00 PM	Event	2,500.00
½ Parking Lot G	05/15/2022 01:00 PM - 11:00 PM	Event	1,050.00
Parking Lot I	05/15/2022 01:00 PM - 11:00 PM	Event	2,100.00
<b>Monday</b>			
OC Promenade (Span)	05/16/2022 07:00 AM - 11:59 PM	Move Out	No Charge
½ Parking Lot G	05/16/2022 07:00 AM - 11:59 PM	Move Out	No Charge
Parking Lot I	05/16/2022 07:00 AM - 11:59 PM	Move Out	No Charge

**Total: 22,600.00**

Hosting of this event in the above specified spaces, OC Promenade, ½ Parking Lot G and Parking Lot I, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.

**Move out must be completed by 11:59 PM Monday - May 16, 2022 to avoid additional charges.**

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
20 Amp Drop	Estimate 21	21.00	EA	25.00	EA	525.00
30 Amp Drop	Estimate 4	4.00	EA	50.00	EA	200.00
50 Amp Drop	TBD	TBD	EA	70.00	EA	TBD
100 Amp Drop	Estimate 1	1.00	EA	180.00	EA	180.00
200 Amp Drop	Estimate 1	1.00	EA	360.00	EA	360.00
400 Amp Drop	Estimate 1	1.00	EA	720.00	EA	720.00
40 Yard Dumpster	Estimate 12	12.00	EA	216.00	EA	2,592.00
Barricade (Metal)	Estimate 18	18.00	EA	15.00	EA	270.00
Cable Ramp	Estimate 200	200.00	EA	15.00	EA	3,000.00

# EXHIBIT A

Event Information						
Concrete Base	TBD	TBD	EA	75.00	EA	TBD
Dumpster	TBD	TBD	EA	19.00	EA	TBD
Electrical Splitter Box	Estimate 84	84.00	EA	55.00	EA	4,620.00
Electrical Usage Rate	Estimate Only	1.00	EA	2,500.00	EVT	2,500.00
Forklift (40 Yard Dumpster)	Estimate 38 Hours	38.00	HR	75.00	HR	2,850.00
Forklift (Equipment)	Estimate 39 Hours	39.00	HR	75.00	HR	2,925.00
Forklift (Picnic Tables)	Estimate 24 Hours	24.00	HR	75.00	HR	1,800.00
Information Booth	TBD	TBD	EA	150.00	EA	TBD
Light Tower	Estimate 3	3.00	EA	400.00	EA	1,200.00
Man Lift	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
Marquee Board	04/18/2022 - 05/15/2022	4.00	WK	Included		Included
Picnic Table (Rectangular & Round)	Estimate 100	100.00	EA	15.00	EA	1,500.00
Portable Electronic Message Board	05/13/2022 - 05/15/2022	2.00	EA	75.00	EA/DAY	450.00
Propane & Diesel	TBD	TBD	GAL	5.00	GAL	TBD
Sand Bag	TBD	TBD	EA	0.50	EA	TBD
Scissor Lift	TBD	TBD	HR	75.00	HR	TBD
Stanchion	Estimate 200	200.00	EA	5.00	EA	1,000.00
Straw Bale	TBD	TBD	EA	5.00	EA	TBD
Sweeper (In-House)	Estimate 12 Hours	12.00	HR	75.00	HR	900.00
Ticket Booth (Double Window)	Estimate 2	2.00	EA	100.00	EA	200.00
Tonnage Weight (40 Yard Dumpster)	Estimate 31 Tons	31.00	TON	82.00	TON	2,542.00
Umbrella w/Stand	TBD	TBD	EA	15.00	EA	TBD
Total:						30,559.00

Reimbursable Personnel and Services Fees						
Description	Date-Time	Units		Rate		Actual
<b>Event Operations</b>						
<b>Set Up</b>						
Grounds Attendant Lead	Estimate 12 Hours	12.00	HR	31.00	HR	372.00
Grounds Attendant	Estimate 32 Hours	32.00	HR	26.00	HR	832.00
Janitorial Attendant	Estimate 34 Hours	34.00	HR	26.00	HR	884.00
Electrician	Estimate 25 Hours	25.00	HR	65.00	HR	1,625.00
Plumber	Estimate 11 Hours	11.00	HR	65.00	HR	715.00
<b>Event Day</b>						
Grounds Attendant Lead	05/13/2022 03:00PM - 01:00AM	1.00	EA	31.00	HR	310.00
Grounds Attendant	05/13/2022 07:00AM - 03:30PM	4.00	EA	26.00	HR	884.00
Grounds Attendant	05/13/2022 03:00PM - 01:00AM	8.00	EA	26.00	HR	2,080.00
Janitorial Attendant Lead	05/13/2022 02:00PM - 01:00AM	1.00	EA	31.00	HR	341.00
Janitorial Attendant	05/13/2022 02:00PM - 01:00AM	17.00	EA	26.00	HR	4,862.00
Janitorial Attendant	05/13/2022 06:00PM - 01:00AM	8.00	EA	26.00	HR	1,456.00
Electrician	05/13/2022 03:00PM - 01:00AM	1.00	EA	65.00	HR	650.00
Plumber	Estimate 4 Hours	4.00	HR	65.00	HR	260.00
Grounds Attendant Lead	05/14/2022 12:00PM - 01:00AM	1.00	EA	31.00	HR	403.00
Grounds Attendant	05/14/2022 07:00AM - 03:30PM	4.00	EA	26.00	HR	884.00
Grounds Attendant	05/14/2022 12:00PM - 01:00AM	8.00	EA	26.00	HR	2,704.00
Janitorial Attendant Lead	05/14/2022 12:00PM - 01:00AM	1.00	EA	31.00	HR	403.00
Janitorial Attendant	05/14/2022 12:00PM - 01:00AM	17.00	EA	26.00	HR	5,746.00
Janitorial Attendant	05/14/2022 06:00PM - 01:00AM	8.00	EA	26.00	HR	1,456.00
Electrician	05/14/2022 12:00PM - 01:00AM	1.00	EA	65.00	HR	845.00
Plumber	Estimate 4 Hours	4.00	HR	65.00	HR	260.00

# EXHIBIT A

Event Information						
Grounds Attendant Lead	05/15/2022 12:00PM - 01:00AM	1.00	EA	31.00	HR	403.00
Grounds Attendant	05/15/2022 07:00AM - 03:30PM	4.00	EA	26.00	HR	884.00
Grounds Attendant	05/15/2022 12:00PM - 01:00AM	8.00	EA	26.00	HR	2,704.00
Janitorial Attendant Lead	05/15/2022 12:00PM - 01:00AM	1.00	EA	31.00	HR	403.00
Janitorial Attendant	05/15/2022 12:00PM - 01:00AM	17.00	EA	26.00	HR	5,746.00
Janitorial Attendant	05/15/2022 06:00PM - 01:00AM	8.00	EA	26.00	HR	1,456.00
Electrician	05/15/2022 12:00PM - 01:00AM	1.00	EA	65.00	HR	845.00
Plumber	Estimate 4 Hours	4.00	HR	65.00	HR	260.00
<b>Clean Up</b>						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	31.00	HR	248.00
Grounds Attendant (Fence Panels)	Estimate 8 Hours	8.00	HR	26.00	HR	208.00
Grounds Attendant	Estimate 64 Hours	64.00	HR	26.00	HR	1,664.00
Janitorial Attendant	Estimate 24 Hours	24.00	HR	26.00	HR	624.00
Electrician	Estimate 47 Hours	47.00	HR	65.00	HR	3,055.00
Plumber	Estimate 11 Hours	11.00	HR	65.00	HR	715.00
<b><u>Event Sales &amp; Services</u></b>						
Event Coordinator	05/13/2022 02:00PM - 11:30PM	1.00	EA	51.50	HR	489.25
Event Coordinator	05/14/2022 11:00AM - 11:30PM	1.00	EA	51.50	HR	643.75
Event Coordinator	05/15/2022 11:00AM - 11:30PM	1.00	EA	51.50	HR	643.75
<b><u>Parking</u></b>						
Parking Attendant Lead	Estimate 24 Hours	24.00	HR	31.00	HR	744.00
Parking Attendant	Estimate 54 Hours	54.00	HR	26.00	HR	1,404.00
<b><u>Safety &amp; Security</u></b>						
Security Attendant - Overnight	05/12/2022 10:30PM - 09:30AM	2.00	EA	26.00	HR	572.00
Security Attendant Lead	05/13/2022 03:00PM - 11:30PM	1.00	EA	31.00	HR	263.50
Security Attendant	05/13/2022 03:00PM - 11:30PM	15.00	EA	26.00	HR	3,315.00
Security Attendant - Overnight	05/13/2022 10:30PM - 09:30AM	2.00	EA	26.00	HR	572.00
Security Attendant Lead	05/14/2022 12:00PM - 11:30PM	1.00	EA	31.00	HR	356.50
Security Attendant	05/14/2022 12:00PM - 11:30PM	15.00	EA	26.00	HR	4,485.00
Security Attendant - Overnight	05/14/2022 10:30PM - 09:30AM	2.00	EA	26.00	HR	572.00
Security Attendant Lead	05/15/2022 12:00PM - 11:30PM	1.00	EA	31.00	HR	356.50
Security Attendant	05/15/2022 12:00PM - 11:30PM	15.00	EA	26.00	HR	4,485.00
Security Attendant - Overnight	05/15/2022 10:30PM - 09:30AM	2.00	EA	26.00	HR	572.00
<b><u>Technology</u></b>						
Technology Attendant	TBD	TBD	HR	51.50	HR	TBD
<b><u>Outside Services</u></b>						
Costa Mesa Police Department	TBD	TBD	EA	TBD	EVT	TBD
Emergency Medical Services	05/13/2022 03:30PM - 11:30PM	3.00	EA	27.00	HR	648.00
Emergency Medical Services	05/14/2022 12:30PM - 11:30PM	3.00	EA	27.00	HR	891.00
Emergency Medical Services	05/15/2022 12:30PM - 11:30PM	3.00	EA	27.00	HR	891.00
Orange County Sheriff Services	05/13/2022 Estimate Only	1.00	EA	5,400.00	EVT	5,400.00
Orange County Sheriff Services	05/14/2022 Estimate Only	1.00	EA	7,700.00	EVT	7,700.00
Orange County Sheriff Services	05/15/2022 Estimate Only	1.00	EA	7,700.00	EVT	7,700.00
Sound Engineer	05/13/2022 - 05/15/2022	1.00	EA	800.00	EA/DAY	2,400.00

# EXHIBIT A

Event Information						
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	5.00	HR	263.00	HR	1,315.00
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	4,000.00	EVT	4,000.00
<b>Total:</b>						<b>97,606.25</b>

## Summary

Facility Rental Total	\$22,600.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$128,165.25
Refundable Deposit	\$10,000.00
<b>Grand Total:</b>	<b>\$160,765.25</b>

## Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$160,765.25
<b>Total:</b>		<b>\$160,765.25</b>

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

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

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

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

## ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

## BANNERS

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

## CANNABIS EVENTS

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

## CANOPIES / TENTS

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

## CANS AND GLASS

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



# EXHIBIT A

## Event Information

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

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

### **EXHIBIT V**

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

### **FOOD & BEVERAGE VENDOR FEE – OC NIGHT MARKET**

Incuplace, LLC agrees to pay \$150.00 per food vendor (per 10'x10' space) and \$100.00 per food truck to Spectra by no later than **Monday - May 2, 2022**. Spectra will sell and serve all alcohol beverages during this event. A complete food & beverage vendor list must be provided to Spectra with submittal of associated fees.

### **FUTURE TERMS**

Future terms and agreements subject to change.

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

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

### **PEPSI BEVERAGES**

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

### **RECYCLING / SB 1383**

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

### **SOUND ORDINANCE**

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

### **STATE FIRE MARSHAL**

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

FORM F-31

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

AGREEMENT NO. **R-094-22**

DATE **March 29, 2022**

FAIRTIME

INTERIM **XX**

### **RENTAL AGREEMENT**

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

#### **WITNESSETH:**

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

**June 17 - 20, 2022**

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

#### **See Exhibit A**

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

#### **Reption**

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

**\$22,774.50**

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

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

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

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

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

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

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

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

# EXHIBIT A

Event Information				
<b>Event Name:</b>	Repticon	<b>Contract No:</b>	R-094-22	
<b>Contact Person:</b>	Tina Russel	<b>Phone:</b>	(863) 268-4273	
<b>Event Date:</b>	06/18/2022 - 06/19/2022	<b>Hours:</b>	Saturday: 9:00 AM - 5:00 PM Sunday: 10:00 AM - 4:00 PM	

<b>Admission Price:</b>	TBD	<b>Projected Attendance:</b>	2,000
<b>Vehicle Parking Fee:</b>	\$10.00 General Parking		

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Friday</b>			
The Hangar	06/17/2022 09:30 AM - 08:00 PM	Move In	1,800.00
<b>Saturday</b>			
The Hangar	06/18/2022 09:00 AM - 05:00 PM	Event	3,600.00
<b>Sunday</b>			
The Hangar	06/19/2022 10:00 AM - 04:00 PM	Event	3,600.00
<b>Monday</b>			
The Hangar	06/20/2022 06:00 AM - 11:59 AM	Move Out	No Charge
<b>Total:</b>			<b>9,000.00</b>

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

Move out must be completed by 11:59 AM Monday - June 20, 2022 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
20 Amp Drop	TBD	TBD	EA	25.00	EA	TBD
50 Amp Drop	TBD	TBD	EA	70.00	EA	TBD
Cable Ramp	Estimate 6	6.00	EA	15.00	EA	90.00
Dumpster	Estimate 39	39.00	EA	19.00	EA	741.00
Electrical Splitter Box	Estimate 18	18.00	EA	55.00	EA	990.00
Electrical Usage	Estimate Only	1.00	EA	1,000.00	EVT	1,000.00
Forklift	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
Hang Tag - 2 Day	Estimate 69	69.00	EA	10.00	EA	690.00
Marquee Board	06/13/2022 - 06/19/2022	1.00	WK	Included		Included
Portable Electronic Message Board	06/18/2022 - 06/19/2022	2.00	EA	75.00	EA/DAY	300.00
Public Address System (Per Building)	06/18/2022 - 06/19/2022	1.00	EA	75.00	EA/DAY	150.00
Scissor Lift	Estimate 7 Hours	7.00	HR	75.00	HR	525.00
Sweeper (In-House)	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
<b>Total:</b>						<b>4,936.00</b>

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
<b>Set Up</b>						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	31.00	HR	248.00
Grounds Attendant	Estimate 8 Hours	8.00	HR	26.00	HR	208.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	26.00	HR	208.00
Electrician	Estimate 7 Hours	7.00	HR	65.00	HR	455.00
Grounds Attendant Lead	06/18/2022 08:00AM - 06:00PM	1.00	EA	31.00	HR	310.00
Grounds Attendant	06/18/2022 08:00AM - 06:00PM	1.00	EA	26.00	HR	260.00
Janitorial Attendant	06/18/2022 08:00AM - 06:00PM	2.00	EA	26.00	HR	520.00

# EXHIBIT A

Event Information						
Grounds Attendant Lead	06/19/2022 09:00AM - 05:00PM	1.00	EA	31.00	HR	248.00
Grounds Attendant	06/19/2022 09:00AM - 05:00PM	1.00	EA	26.00	HR	208.00
Janitorial Attendant	06/19/2022 09:00AM - 05:00PM	2.00	EA	26.00	HR	416.00
<b>Clean Up</b>						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	31.00	HR	248.00
Grounds Attendant	Estimate 8 Hours	8.00	HR	26.00	HR	208.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	26.00	HR	208.00
Electrician	Estimate 4 Hours	4.00	HR	65.00	HR	260.00
<b><u>Event Sales &amp; Services</u></b>						
Event Coordinator	06/18/2022 08:00AM - 06:00PM	1.00	EA	51.50	HR	515.00
Event Coordinator	06/19/2022 09:00AM - 05:00PM	1.00	EA	51.50	HR	412.00
<b><u>Parking</u></b>						
Parking Attendant Lead	Estimate 8 Hours	8.00	HR	31.00	HR	248.00
Parking Attendant	Estimate 16 Hours	16.00	HR	26.00	HR	416.00
<b><u>Safety &amp; Security</u></b>						
Security Attendant	06/18/2022 08:00AM - 05:30PM	2.00	EA	26.00	HR	494.00
Security Attendant	06/19/2022 09:00AM - 04:30PM	2.00	EA	26.00	HR	390.00
<b><u>Technology</u></b>						
Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00
<b><u>Outside Services</u></b>						
Emergency Medical Services	06/18/2022 08:30AM - 05:30PM	2.00	EA	27.00	HR	486.00
Emergency Medical Services	06/19/2022 09:30AM - 04:30PM	2.00	EA	27.00	HR	378.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
<b>Total:</b>						<b>7,838.50</b>

## Summary

Facility Rental Total	\$9,000.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$12,774.50
Refundable Deposit	\$1,000.00
<b>Grand Total:</b>	<b>\$22,774.50</b>

## Payment Schedule

<b><u>Payment Schedule</u></b>	<b><u>Due Date</u></b>	<b><u>Amount</u></b>
First Payment	04/18/2022	\$11,387.25
Second Payment	05/17/2022	\$11,387.25
<b>Total:</b>		<b>\$22,774.50</b>

Please Remit Payment in \*Check Only\*

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

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

# EXHIBIT A

## Event Information

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

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

### **CANNABIS EVENTS**

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

### **CANOPIES / TENTS**

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

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

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

### **EXHIBIT V**

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

### **FACILITY RENTAL FEE**

2023 facility rental rates honored for the Huntington Beach Building (#12) due to the OCFEC request to relocate buildings.

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

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

### **RECYCLING / SB 1383**

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

### **SOUND ORDINANCE**

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

# EXHIBIT A

## Event Information

### STATE FIRE MARSHAL

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

FORM F-31

REVIEWED CG 3.28.22

APPROVED \_\_\_\_\_

AGREEMENT NO. **R-095-22**

DATE **March 28, 2022**

FAIRTIME

INTERIM **XX**

### **RENTAL AGREEMENT**

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

#### **WITNESSETH:**

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

**May 21 - 22, 2022**

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

#### **See Exhibit A**

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

#### **Millikan High School Prom**

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

**\$14,228.00**

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



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

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

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

**First Class Events  
3419 Via Lido, Suite 373  
Newport Beach, CA 92663**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: **Hollie Keeton, CEO**

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

# EXHIBIT A

Event Information			
<b>Event Name:</b>	Millikan High School Prom	<b>Contract No:</b>	R-095-22
<b>Contact Person:</b>	Hollie Keeton	<b>Phone:</b>	(714) 401-4869
<b>Event Date:</b>	05/21/2022	<b>Hours:</b>	Saturday: 7:30 PM - 11:30 PM
<b>Vehicle Parking Fee:</b>	\$10.00 General Parking	<b>Projected Attendance:</b>	700

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Saturday</b>			
The Hangar	05/21/2022 08:00 AM - 07:30 PM	Move In	No Charge
The Hangar	05/21/2022 07:30 PM - 11:30 PM	Event	3,800.00
<b>Sunday</b>			
The Hangar	05/22/2022 08:00 AM - 11:59 AM	Move Out	No Charge
<b>Total:</b>			<b>3,800.00</b>

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

Move out must be completed by 11:59 AM Sunday - May 22, 2022 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
20 Amp Drop	TBD	TBD	EA	25.00	EA	TBD
Barricade (Plastic)	Estimate 30	30.00	EA	15.00	EA	450.00
Dumpster	Estimate 4	4.00	EA	19.00	EA	76.00
Electrical Splitter Box	TBD	TBD	EA	55.00	EA	TBD
Electrical Usage	Estimate Only	1.00	EA	500.00	EVT	500.00
Forklift	Estimate 2 Hours	2.00	HR	75.00	HR	150.00
Hang Tag - 1 Day	Estimate 20	20.00	EA	5.00	EA	100.00
Portable Electronic Message Board	05/21/2022	2.00	EA	75.00	EA/DAY	150.00
Projector (12,000 Lumens)	05/21/2022	1.00	EA	3,000.00	EA/DAY	3,000.00
Projector Screen in Hangar	05/21/2022	1.00	EA	300.00	EA/DAY	300.00
Sweeper (In-House)	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
<b>Total:</b>						<b>4,951.00</b>

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
<b>Set Up</b>						
Grounds Attendant Lead	Estimate 6 Hours	6.00	HR	31.00	HR	186.00
Grounds Attendant	Estimate 6 Hours	6.00	HR	26.00	HR	156.00
Janitorial Attendant	Estimate 6 Hours	6.00	HR	26.00	HR	156.00
Electrician	Estimate 1 Hour	1.00	HR	65.00	HR	65.00
<b>Event Day</b>						
Grounds Attendant Lead	05/21/2022 06:30PM - 12:30AM	1.00	EA	31.00	HR	186.00
Grounds Attendant	05/21/2022 06:30PM - 12:30AM	2.00	EA	26.00	HR	312.00
Janitorial Attendant	05/21/2022 06:30PM - 12:30AM	3.00	EA	26.00	HR	468.00
Electrician	05/21/2022 06:30PM - 12:30AM	1.00	EA	65.00	HR	390.00
<b>Clean Up</b>						
Grounds Attendant	Estimate 6 Hours	6.00	HR	26.00	HR	156.00
Janitorial Attendant	Estimate 6 Hours	6.00	HR	26.00	HR	156.00
Electrician	Estimate 1 Hour	1.00	HR	65.00	HR	65.00

# EXHIBIT A

## Event Information

### Event Sales & Services

Event Coordinator	05/21/2022 06:30PM - 12:30AM	1.00	EA	51.50	HR	309.00
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### Parking

Parking Attendant Lead	Estimate 8 Hours	8.00	HR	31.00	HR	248.00
Parking Attendant	Estimate 16 Hours	16.00	HR	26.00	HR	416.00

### Safety & Security

Security Attendant Lead	05/21/2022 06:30PM - 12:00AM	1.00	EA	31.00	HR	170.50
Security Attendant*	05/21/2022 06:30PM - 12:00AM	1.00	EA	26.00	HR	143.00

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

### Outside Services

Sound Engineer	TBD	TBD	EA	800.00	EA/DAY	TBD
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50

**Total: 3,977.00**

### Summary

Facility Rental Total	\$3,800.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$8,928.00
Refundable Deposit	\$1,500.00

**Grand Total: \$14,228.00**

### Payment Schedule

#### Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment - (25% of Facility Fee)	Upon Signing	\$950.00
Second Payment	04/21/2022	\$13,278.00

**Total: \$14,228.00**

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

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

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

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

### ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

### CANNABIS EVENTS

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

# EXHIBIT A

## Event Information

### CANOPIES / TENTS

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

### EVENT PROGRAM POLICIES AND PROCEDURES

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

### EXHIBIT V

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

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

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

### RECYCLING / SB 1383

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

### SOUND ORDINANCE

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

### STATE FIRE MARSHAL

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

FORM F-31

REVIEWED CG 3.29.22

APPROVED \_\_\_\_\_

AGREEMENT NO. **R-096-22**

DATE **March 29, 2022**

FAIRTIME

INTERIM **XX**

### **RENTAL AGREEMENT**

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

#### **WITNESSETH:**

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

**June 3 - 6, 2022**

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

#### **See Exhibit A**

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

#### **SoCAL World Guitar Show**

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

**\$17,708.00**

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

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

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

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

**Tex\*us Guitar Shows, Inc.**  
**P.O. Box 1000**  
**Sperry, OK 74073**

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

By:\_\_\_\_\_Date:\_\_\_\_\_  
**Title: Larry Briggs, Promoter**

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

# EXHIBIT A

Event Information				
<b>Event Name:</b>	SoCAL World Guitar Show	<b>Contract No:</b>	R-096-22	
<b>Contact Person:</b>	Larry Briggs	<b>Phone:</b>	(918) 288-2222	
<b>Event Date:</b>	06/04/2022 - 06/05/2022	<b>Hours:</b>	Saturday: 10:00 AM - 5:00 PM Sunday: 10:00 AM - 4:00 PM	

**Admission Price:** Adult: \$20.00 Child: 11 & Under Free

**Vehicle Parking Fee:** \$10.00 General Parking **Projected Attendance:** 800

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Friday</b>			
The Hangar	06/03/2022 06:00 AM - 10:00 PM	Move In	1,900.00
<b>Saturday</b>			
The Hangar	06/04/2022 10:00 AM - 05:00 PM	Event	3,800.00
<b>Sunday</b>			
The Hangar	06/05/2022 10:00 AM - 04:00 PM	Event	3,800.00
<b>Monday</b>			
The Hangar	06/06/2022 06:00 AM - 11:59 AM	Move Out	No Charge
<b>Total:</b>			<b>9,500.00</b>

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

Move out must be completed by 11:59 AM Monday - June 6, 2022 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
Chair (Individual)	TBD	TBD	EA	2.50	EA	TBD
Dumpster	Estimate 5	5.00	EA	19.00	EA	95.00
Electrical Splitter Box	Estimate 1	1.00	EA	55.00	EA	55.00
Electrical Usage Rate	Estimate Only	1.00	EA	800.00	EVT	800.00
Hang Tag - 2 Day	TBD	TBD	EA	10.00	EA	TBD
Marquee Board	05/30/2022 - 06/05/2022	1.00	WK	Included		Included
Portable Electronic Message Board	06/04/2022 - 06/05/2022	2.00	EA	75.00	EA/DAY	300.00
Public Address System (Per Building)	06/04/2022 - 06/05/2022	1.00	EA	75.00	EA/DAY	150.00
Scissor Lift	TBD	TBD	HR	75.00	HR	TBD
Stanchion	Estimate 12	12.00	EA	5.00	EA	60.00
Sweeper (In-House)	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
<b>Total:</b>						<b>1,685.00</b>

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant	Estimate 6 Hours	6.00	HR	26.00	HR	156.00
Janitorial Attendant	Estimate 4 Hours	4.00	HR	26.00	HR	104.00
Electrician	Estimate 1 Hour	1.00	HR	65.00	HR	65.00
Event Day						
Grounds Attendant Lead	06/04/2022 09:00AM - 05:00PM	1.00	EA	31.00	HR	248.00
Grounds Attendant	06/04/2022 09:00AM - 05:00PM	1.00	EA	26.00	HR	208.00
Janitorial Attendant	06/04/2022 09:00AM - 05:00PM	2.00	EA	26.00	HR	416.00

# EXHIBIT A

Event Information						
Grounds Attendant Lead	06/05/2022 09:00AM - 04:00PM	1.00	EA	31.00	HR	217.00
Grounds Attendant	06/05/2022 09:00AM - 04:00PM	1.00	EA	26.00	HR	182.00
Janitorial Attendant	06/05/2022 09:00AM - 04:00PM	2.00	EA	26.00	HR	364.00
<b>Clean Up</b>						
Grounds Attendant Lead	Estimate 3 Hours	3.00	HR	31.00	HR	93.00
Grounds Attendant	Estimate 8 Hours	8.00	HR	26.00	HR	208.00
Janitorial Attendant	Estimate 4 Hours	4.00	HR	26.00	HR	104.00
Electrician	Estimate 1 Hour	1.00	HR	65.00	HR	65.00
<b>Event Sales &amp; Services</b>						
Event Coordinator	06/04/2022 09:00AM - 05:00PM	1.00	EA	51.50	HR	412.00
Event Coordinator	06/05/2022 09:00AM - 04:00PM	1.00	EA	51.50	HR	360.50
<b>Insurance</b>						
S.E.L.I. Insurance	06/04/2022 - 06/05/2022	1.00	EA	165.00	EA/DAY	330.00
<i>(Includes coverage for Move-in/Move-out period listed on Rental Agreement)</i>						
<b>Parking</b>						
Parking Attendant Lead	Estimate 8 Hours	8.00	HR	31.00	HR	248.00
Parking Attendant	Estimate 16 Hours	16.00	HR	26.00	HR	416.00
<b>Safety &amp; Security</b>						
Security Attendant	06/04/2022 09:00AM - 05:30PM	2.00	EA	26.00	HR	442.00
Security Attendant	06/05/2022 09:00AM - 04:30PM	2.00	EA	26.00	HR	390.00
<b>Technology</b>						
Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00
<b>Outside Services</b>						
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
<b>Total:</b>						<b>5,523.00</b>

## Summary

Facility Rental Total	\$9,500.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$7,208.00
Refundable Deposit	\$1,000.00
<b>Grand Total:</b>	<b>\$17,708.00</b>

## Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$8,854.00
Second Payment	05/03/2022	\$8,854.00
<b>Total:</b>		<b>\$17,708.00</b>

Please Remit Payment in \*Check Only\*

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

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



# EXHIBIT A

## Event Information

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

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

### **CANNABIS EVENTS**

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

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

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

### **EXHIBIT V**

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

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

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

### **RECYCLING / SB 1383**

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

### **SOUND ORDINANCE**

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

### **STATE FIRE MARSHAL**

Event footprint capacity will be determined by State Fire Marshal. Tex\*us Guitar Shows, Inc. must comply with all California State Fire Codes. If State Fire Marshal requires changes to event layout, Tex\*us Guitar Shows, Inc. must execute changes within the specified timeframe.

FORM F-31

AGREEMENT NO. **R-097-22**

REVIEWED \_\_\_\_\_

DATE **April 6, 2022**

FAIRTIME

INTERIM **XX**

APPROVED \_\_\_\_\_

### **RENTAL AGREEMENT**

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

### **WITNESSETH:**

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

**June 7, 2022**

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

### **See Exhibit A**

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

### **California Connections Academy End of Year Festival**

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

**\$18,053.00**

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

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

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

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

**California Online Public Schools  
33272 Valle Road  
San Juan Capistrano, CA 92675**

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

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

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

# EXHIBIT A

Event Information			
<b>Event Name:</b>	California Connections Academy End of Year Festival	<b>Contract No:</b>	R-097-22
<b>Contact Person:</b>	Jon Sturtevant	<b>Phone:</b>	(530) 492-5567
<b>Event Date:</b>	06/07/2022	<b>Hours:</b>	Tuesday: 10:00 AM - 2:00 PM
<b>Admission Price:</b>	Private Event		
<b>Vehicle Parking Fee:</b>	\$10.00 General Parking	<b>Projected Attendance:</b>	1,200

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Tuesday</b>			
Country Meadows	06/07/2022 07:00 AM - 10:00 AM	Move In	No Charge
Huntington Beach Building (#12)	06/07/2022 07:00 AM - 10:00 AM	Move In	No Charge
Santa Ana Pavilion (Parade of Products)	06/07/2022 07:00 AM - 10:00 PM	Move In	No Charge
Country Meadows	06/07/2022 10:00 AM - 02:00 PM	Event	2,000.00
Huntington Beach Building (#12)	06/07/2022 10:00 AM - 02:00 PM	Event	3,600.00
Santa Ana Pavilion (Parade of Products)	06/07/2022 10:00 AM - 02:00 PM	Event	2,200.00
<b>Total:</b>			<b>7,800.00</b>

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

Move out must be completed by 11:59 PM Tuesday - June 7, 2022 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
25 MB Internet - Hard Line	06/07/2022	1.00	EA	250.00	EA/DAY	250.00
20 Amp Drop	TBD	TBD	EA	25.00	EA	TBD
Barricade (Plastic)	TBD	TBD	EA	15.00	EA	TBD
Bleacher (100 Seat Section)	Estimate 3	3.00	EA	250.00	EA	750.00
Chair (Individual)	Estimate 100	100.00	EA	2.50	EA	250.00
Dumpster	Estimate 8	8.00	EA	19.00	EA	152.00
Electrical Splitter Box	Estimate 5	5.00	EA	55.00	EA	275.00
Electrical Usage Rate	Estimate Only	1.00	EA	350.00	EVT	350.00
Forklift	Estimate 14 Hours	14.00	HR	75.00	HR	1,050.00
Hang Tag - 1 Day	Estimate 145	145.00	EA	5.00	EA	725.00
Picnic Table (Rectangular & Round)	Estimate 48	48.00	EA	15.00	EA	720.00
Podium	TBD	TBD	EA	25.00	EA	TBD
Portable Electronic Message Board	06/07/2022	2.00	EA	75.00	EA/DAY	150.00
Public Address System (Per Building)	TBD	TBD	EA	75.00	EA/DAY	TBD
Sweeper (In-House)	Estimate 2 Hours	2.00	HR	75.00	HR	150.00
Wireless Internet Router	Estimate 2	2.00	EA	75.00	EA	150.00
Wireless Microphone	TBD	TBD	EA	50.00	EA	TBD
<b>Total:</b>						<b>4,972.00</b>

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant	Estimate 8 Hours	8.00	HR	26.00	HR	208.00
Janitorial Attendant	Estimate 4 Hours	4.00	HR	26.00	HR	104.00
Electrician	Estimate 1 Hour	1.00	HR	65.00	HR	65.00

# EXHIBIT A

## Event Information

### Event Day

Grounds Attendant Lead	06/07/2022 09:00AM - 03:00PM	1.00	EA	31.00	HR	186.00
Grounds Attendant	06/07/2022 09:00AM - 03:00PM	1.00	EA	26.00	HR	156.00
Janitorial Attendant	06/07/2022 09:00AM - 03:00PM	4.00	EA	26.00	HR	624.00

### Clean Up

Grounds Attendant Lead	Estimate 4 Hours	4.00	HR	31.00	HR	124.00
Grounds Attendant	Estimate 8 Hours	8.00	HR	26.00	HR	208.00
Janitorial Attendant	Estimate 4 Hours	4.00	HR	26.00	HR	104.00
Electrician	Estimate 2 Hours	2.00	HR	65.00	HR	130.00

### Event Sales & Services

Event Coordinator	06/07/2022 09:00AM - 03:00PM	1.00	EA	51.50	HR	309.00
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### Parking

Parking Attendant	Estimate 5 Hours	5.00	HR	26.00	HR	130.00
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### Safety & Security

Security Attendant Lead	06/07/2022 09:00AM - 02:30PM	1.00	EA	31.00	HR	170.50
Security Attendant (Bag Check)	06/07/2022 09:00AM - 01:00PM	3.00	EA	26.00	HR	312.00
Security Attendant	06/07/2022 09:00AM - 02:30PM	2.00	EA	26.00	HR	286.00

### Technology

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

Emergency Medical Services	06/07/2022 09:30AM - 02:30PM	2.00	EA	27.00	HR	270.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50

**Total: 3,781.00**

### Summary

Facility Rental Total	\$7,800.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$8,753.00
Refundable Deposit	\$1,500.00

**Grand Total: \$18,053.00**

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment - (25% of Facility Fee)	Upon Signing	\$1,950.00
Second Payment	05/06/2022	\$16,103.00
<b>Total:</b>		<b>\$18,053.00</b>

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

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

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

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

# EXHIBIT A

## Event Information

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

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

### **ALCOHOL**

Alcohol brought on the grounds by attendees or show personnel is strictly prohibited. Only Spectra, the OCFEC Master Concessionaire shall serve alcoholic beverages on OCFEC property.

### **CANNABIS EVENTS**

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

### **CANOPIES / TENTS**

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

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

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

### **EXHIBIT V**

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

### **OUTSIDE FOOD & BEVERAGE**

Spectra agrees to allow California Connections Academy Southern California attendees to bring in outside food and beverage. Glass bottles and cans brought on the grounds by attendees is strictly prohibited. Spectra will have concessions food and beverage services available for attendees.

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

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

### **RECYCLING / SB 1383**

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

# EXHIBIT A

## Event Information

### SOUND ORDINANCE

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

### STATE FIRE MARSHAL

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

By \_\_\_\_\_ Date: \_\_\_\_\_

**Title: Richard Savage, Executive Director**

By \_\_\_\_\_ Date: \_\_\_\_\_

**Title: Joan Hamill, Chief Business Development Officer**

By \_\_\_\_\_ Date: \_\_\_\_\_

**Title: Juan Quintero, Spectra General Manager**

FORM F-31

AGREEMENT NO. **R-098-22**

REVIEWED \_\_\_\_\_

DATE **April 8, 2022**

FAIRTIME

INTERIM **XX**

APPROVED \_\_\_\_\_

### **RENTAL AGREEMENT**

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

#### **WITNESSETH:**

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

**June 11, 2022**

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

**See Exhibit A**

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

#### **Michelada Throwdown**

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

**\$11,238.00**

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



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

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

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

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

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

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

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

# EXHIBIT A

Event Information			
<b>Event Name:</b>	Michelada Throwdown	<b>Contract No:</b>	R-098-22
<b>Contact Person:</b>	David Sesena	<b>Phone:</b>	(949) 302-0355
<b>Event Date:</b>	06/11/2022	<b>Hours:</b>	2:00 PM - 7:00 PM

**Admission Price:** Presale: \$15.00 General: \$20.00

**Vehicle Parking Fee:** \$10.00 General Parking **Projected Attendance:** 1,000

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Saturday</b>			
Plaza Pacifica	06/11/2022 07:00 AM - 02:00 PM	Move In	No Charge
Plaza Pacifica	06/11/2022 02:00 PM - 07:00 PM	Event	1,600.00
Plaza Pacifica	06/11/2022 07:00 PM - 11:59 PM	Move Out	No Charge
<b>Total:</b>			<b>1,600.00</b>

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

**Move out must be completed by 11:59 PM Saturday - June 11, 2022 to avoid additional charges.**

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
20 Amp Drop	TBD	TBD	EA	25.00	EA	TBD
Barricade (Metal)	TBD	TBD	EA	15.00	EA	TBD
Cable Ramp	Estimate 15	15.00	EA	15.00	EA	225.00
Chair (Individual)	TBD	TBD	EA	2.50	EA	TBD
Dumpster	Estimate 11	11.00	EA	19.00	EA	209.00
Electrical Splitter Box	Estimate 6	6.00	EA	55.00	EA	330.00
Electrical Usage Rate	Estimate Only	1.00	EA	250.00	EVT	250.00
Forklift	Estimate 2 Hours	2.00	HR	75.00	HR	150.00
Hang Tag - 1 Day	Estimate 125	125.00	EA	5.00	EA	625.00
Marquee Board	06/05/2022- 06/11/2022	1.00	EA	Included		Included
Picnic Table (Rectangular & Round)	Estimate 15	15.00	EA	15.00	EA	225.00
Portable Electronic Message Board	06/11/2022	2.00	EA	75.00	EA/DAY	150.00
Sweeper (In-House)	Estimate 4 Hours	4.00	HR	75.00	HR	300.00
Ticket Booth (Double Window)	TBD	TBD	EA	100.00	EA	TBD
Umbrella w/Stand	Estimate 2	2.00	EA	15.00	EA	30.00
<b>Total:</b>						<b>2,494.00</b>

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
<b>Clean Up</b>						
Grounds Attendant	Estimate 8 Hours	8.00	HR	26.00	HR	208.00
Electrician	Estimate 4 Hours	4.00	HR	65.00	HR	260.00
Plumber	Estimate 2 Hours	2.00	HR	65.00	HR	130.00
<b>Event Day</b>						
Grounds Attendant Lead	06/11/2022 01:00PM - 08:00PM	1.00	EA	31.00	HR	217.00
Grounds Attendant	06/11/2022 01:00PM - 08:00PM	3.00	EA	26.00	HR	546.00
Janitorial Attendant	06/11/2022 01:00PM - 08:00PM	4.00	EA	26.00	HR	728.00
Electrician	06/11/2022 01:00PM - 08:00PM	1.00	EA	65.00	HR	455.00

# EXHIBIT A

## Event Information

### Clean Up

Grounds Attendant	Estimate 8 Hours	8.00	HR	26.00	HR	208.00
Janitorial Attendant	Estimate 4 Hours	4.00	HR	26.00	HR	104.00
Electrician	Estimate 4 Hours	4.00	HR	65.00	HR	260.00
Plumber	Estimate 2 Hours	2.00	HR	65.00	HR	130.00

### Event Sales & Services

Event Coordinator	06/11/2022 01:00PM - 08:00PM	1.00	EA	51.50	HR	360.50
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### Parking

Parking Attendant	Estimate 8 Hours	8.00	HR	26.00	HR	208.00
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### Safety & Security

Security Attendant Lead	06/11/2022 01:00PM - 07:30PM	1.00	EA	31.00	HR	201.50
Security Attendant	06/11/2022 01:00PM - 07:30PM	6.00	EA	26.00	HR	1,014.00

### Outside Services

Emergency Medical Services	06/11/2022 01:00PM - 07:30PM	2.00	EA	27.00	HR	351.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.00	HR	263.00	HR	263.00

**Total: 5,644.00**

### Summary

Facility Rental Total	\$1,600.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$8,138.00
Refundable Deposit	\$1,500.00

**Grand Total: \$11,238.00**

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	<i>Upon Signing</i>	\$5,619.00
Second Payment	05/11/2022	\$5,619.00
<b>Total:</b>		<b>\$11,238.00</b>

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

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

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

### ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

### CANNABIS EVENTS

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

# EXHIBIT A

## Event Information

### **CANOPIES / TENTS**

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

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

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

### **EXHIBIT V**

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

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

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

### **RECYCLING / SB 1383**

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

### **SOUND ORDINANCE**

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

### **STATE FIRE MARSHAL**

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

FORM F-31

AGREEMENT NO. **R-099-22**

REVIEWED \_\_\_\_\_

DATE **April 5, 2022**

FAIRTIME

INTERIM **XX**

APPROVED \_\_\_\_\_

### **RENTAL AGREEMENT**

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

#### **WITNESSETH:**

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

**June 12, 2022**

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

**See Exhibit A**

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

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

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

**\$9,515.50**

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

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

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

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

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

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

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

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

# EXHIBIT A

## Event Information

<b>Event Name:</b>	The Original O.C. Swap Meet	<b>Contract No:</b>	R-099-22
<b>Contact Person:</b>	David Sesena	<b>Phone:</b>	(949) 302-0355
<b>Event Date:</b>	06/12/2022	<b>Hours:</b>	9:00 AM - 3:00 PM
<b>Admission Price:</b>	Free Admission		
<b>Vehicle Parking Fee:</b>	\$10.00 General Parking	<b>Projected Attendance:</b>	3,500

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Sunday</b>			
Parking Lot D	06/12/2022 06:00 AM - 09:00 AM	Move In	No Charge
Parking Lot D	06/12/2022 09:00 AM - 03:00 PM	Event	2,100.00
Parking Lot D	06/12/2022 03:00 PM - 07:00 PM	Move Out	No Charge
<b>Total:</b>			<b>2,100.00</b>

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

Move out must be completed by 7:00 PM Sunday - June 12, 2022 to avoid additional charges.

## Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Barricade (Metal)	Estimate 20	20.00 EA	15.00 EA	300.00
Cable Ramp	Estimate 10	10.00 EA	15.00 EA	150.00
Dumpster	Estimate 10	10.00 EA	19.00 EA	190.00
Electrical Splitter Box	Estimate 1	1.00 EA	55.00 EA	55.00
Electrical Usage Rate	Estimate Only	1.00 EA	100.00 EVT	100.00
Forklift	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Hang Tag - 1 Day	TBD	TBD EA	5.00 EA	TBD
Marquee Board	06/06/2022 - 06/12/2022	1.00 WK	Included	Included
Picnic Table (Rectangular & Round)	TBD	TBD EA	15.00 EA	TBD
Portable Electronic Message Board	06/12/2022	2.00 EA	75.00 EA/DAY	150.00
Sweeper (In-House)	Estimate 4 Hours	4.00 HR	75.00 HR	300.00
<b>Total:</b>				<b>1,395.00</b>

## Reimbursable Personnel and Services Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b><u>Event Operations</u></b>				
<b>Set Up</b>				
Grounds Attendant	Estimate 8 Hours	8.00 HR	26.00 HR	208.00
Electrician	Estimate 1 Hour	1.00 HR	65.00 HR	65.00
Plumber	TBD	TBD HR	65.00 HR	TBD
<b>Event Day</b>				
Grounds Attendant Lead	06/12/2022 06:00AM - 04:00PM	1.00 EA	31.00 HR	310.00
Grounds Attendant	06/12/2022 06:00AM - 04:00PM	1.00 EA	26.00 HR	260.00
Janitorial Attendant	06/12/2022 06:00AM - 04:00PM	2.00 EA	26.00 HR	520.00
Electrician	TBD	TBD EA	65.00 HR	TBD
<b>Clean Up</b>				
Grounds Attendant	Estimate 12 Hours	12.00 HR	26.00 HR	312.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	26.00 HR	104.00
Electrician	Estimate 1 Hour	1.00 HR	65.00 HR	65.00
Plumber	TBD	TBD HR	65.00 HR	TBD

# EXHIBIT A

## Event Information

### Event Sales & Services

Event Coordinator	06/12/2022 06:00AM - 04:00PM	1.00	EA	51.50	HR	515.00
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### Parking

Parking Attendant	Estimate 8 Hours	8.00	HR	26.00	HR	208.00
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### Safety & Security

Security Attendant Lead	06/12/2022 08:00AM - 03:30PM	1.00	EA	31.00	HR	232.50
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Security Attendant*	06/12/2022 08:00AM - 03:30PM	4.00	EA	26.00	HR	780.00
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\*Security staffing subject to change based on operational needs.

### Outside Services

Emergency Medical Services	06/12/2022 08:30AM - 03:30PM	2.00	EA	27.00	HR	378.00
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State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.00	HR	263.00	HR	263.00
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Trash Collection & Sweeping Services	Estimate Only	1.00	EA	300.00	EVT	300.00
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**Total: 4,520.50**

### Summary

Facility Rental Total	\$2,100.00
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Estimated Equipment, Reimbursable Personnel and Services Total	\$5,915.50
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Refundable Deposit	\$1,500.00
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**Grand Total: \$9,515.50**

### Payment Schedule

#### Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	05/12/2022	\$9,515.50

**Total: \$9,515.50**

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

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

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

### ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

### CANNABIS EVENTS

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



# EXHIBIT A

## Event Information

### **CANOPIES / TENTS**

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

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

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

### **EXHIBIT V**

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

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

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

### **RECYCLING / SB 1383**

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

### **SOUND ORDINANCE**

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

### **STATE FIRE MARSHAL**

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

FORM F-31

AGREEMENT NO. **R-103-22**

REVIEWED \_\_\_\_\_

DATE **April 22, 2022**

FAIRTIME

INTERIM **XX**

APPROVED \_\_\_\_\_

### **RENTAL AGREEMENT**

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

#### **WITNESSETH:**

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

**May 25 - 27, 2022**

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

#### **See Exhibit A**

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

#### **OCC Commencement**

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

**\$23,347.00 Budget Relieving Trade**  
**\$34,306.72 Payment**

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

within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

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

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

**Coast Community College District**  
**1370 Adams Avenue**  
**Costa Mesa, CA 92626**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: **John Weispfenning, Chancellor**

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

# EXHIBIT A

## Event Information

<b>Event Name:</b>	OCC Commencement	<b>Contract No:</b>	R-103-22
<b>Contact Person:</b>	Rozanne Capoccia-White	<b>Phone:</b>	(714) 432-5773
<b>Event Date:</b>	05/27/2022	<b>Hours:</b>	Doors: 4:00 PM Commencement: 5:30 PM - 7:30 PM Reception: 7:30 PM - 9:00 PM

<b>Vehicle Parking Fee:</b>	No Charge (Private Event)	<b>Projected Attendance:</b>	6,000
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## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Wednesday</b>			
Pacific Ampitheatre ( <i>IATSE Load In</i> )	05/25/2022 09:00 AM - 05:00 PM	Move In	Included*
<b>Thursday</b>			
Pacific Ampitheatre	05/26/2022 08:00 AM - 05:00 PM	Move In	4,600.00*
½ Parking Lot F	05/26/2022 08:00 AM - 05:00 PM	Move In	Included*
Pacific Ampitheatre ( <i>Rehearsal &amp; BBQ</i> )	05/26/2022 12:00 PM - 02:00 PM	Event	Included*
½ Parking Lot F ( <i>Rehearsal &amp; BBQ</i> )	05/26/2022 12:00 PM - 02:00 PM	Event	1,050.00*
<b>Friday</b>			
Pacific Ampitheatre	05/27/2022 05:30 PM - 07:30 PM	Event	9,200.00*
½ Parking Lot D ( <i>Reception</i> )	05/27/2022 07:30 PM - 09:00 PM	Event	1,050.00*
½ Parking Lot F	05/27/2022 05:30 PM - 07:30 PM	Event	1,050.00*

<b>*Budget relieving trade.</b>	<b>Total:</b>	<b>16,950.00*</b>
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Hosting of this event in the above specified spaces, Pacific Amphitheatre, ½ Parking Lot D, ½ Parking Lot F is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also insurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.

Move out must be completed by 11:59 PM Friday - May 27, 2022 to avoid additional charges.

## Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
10 MB Internet - Hard Line	05/27/2022	2.00 EA	150.00 EA/DAY	300.00*
Barricade (Metal)	Estimate 100	100.00 EA	15.00 EA	1,500.00*
Barricade (Plastic)	Estimate 100	100.00 EA	15.00 EA	1,500.00*
Bench (Metal)	Estimate 15	15.00 EA	15.00 EA	225.00*
Chair (Individual)	Estimate 132	132.00 EA	2.50 EA	330.00*
Dumpster	Estimate 3	3.00 EA	19.00 EA	57.00*
Electrical Splitter Box	Estimate 2	2.00 EA	55.00 EA	110.00*
Electrical Usage Rate	Estimate Only	1.00 EA	600.00 EVT	600.00*
Forklift	Estimate 6 Hours	6.00 HR	75.00 HR	450.00*
Portable Electronic Message Board	05/27/2022	2.00 EA	75.00 EA/DAY	150.00*
Scissor Lift	Estimate 8 Hours	8.00 HR	75.00 HR	600.00*
Stanchion	Estimate 40	40.00 EA	5.00 EA	200.00*
Sweeper (In-House)	Estimate 4 Hours	4.00 HR	75.00 HR	300.00*
Wireless Internet Router	Estimate 1	1.00 EA	75.00 EA	75.00*

<b>*Budget relieving trade.</b>	<b>Total:</b>	<b>6,397.00*</b>
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## Reimbursable Personnel and Services Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Event Operations</b>				
<b>Set Up</b>				
Grounds Attendant	Estimate 24 Hours	24.00 HR	26.00 HR	624.00
Janitorial Attendant	Estimate 24 Hours	24.00 HR	26.00 HR	624.00
Electrician	Estimate 2.5 Hours	2.50 HR	65.00 HR	162.50

# EXHIBIT A

## Event Information

### Event Day

Grounds Attendant Lead	05/27/2022 03:00PM - 09:00PM	1.00	EA	31.00	HR	186.00
Grounds Attendant	05/27/2022 03:00PM - 09:00PM	4.00	EA	26.00	HR	624.00
Janitorial Attendant	05/27/2022 03:00PM - 09:00PM	8.00	EA	26.00	HR	1,248.00
Electrician	05/27/2022 03:00PM - 09:00PM	1.00	EA	65.00	HR	390.00

### Clean Up

Grounds Attendant	Estimate 24 Hours	24.00	HR	26.00	HR	624.00
Janitorial Attendant	Estimate 10 Hours	10.00	HR	26.00	HR	260.00
Electrician	Estimate 1 Hour	1.00	HR	65.00	HR	65.00

### Event Sales & Services

Event Coordinator	05/27/2022 03:00PM - 09:00PM	1.00	EA	51.50	HR	309.00
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### Parking

Parking Attendant Lead	Estimate 8 Hours	8.00	HR	31.00	HR	248.00
Parking Attendant	Estimate 40 Hours	40.00	HR	26.00	HR	1,040.00

### Safety & Security

Security Attendant - Overnight	05/25/2022 07:45AM - 12:00AM	3.00	EA	26.00	HR	1,267.50
Security Attendant - Overnight	05/26/2022 12:00AM - 12:00AM	3.00	EA	26.00	HR	1,872.00
Security Attendant - Overnight	05/27/2022 12:00AM - 03:00PM	3.00	EA	26.00	HR	1,170.00
Security Attendant Lead	05/27/2022 03:00PM - 09:00PM	1.00	EA	31.00	HR	186.00
Security Attendant	05/27/2022 03:00PM - 09:00PM	15.00	EA	26.00	HR	2,340.00

### Outside Services

Local 504 Union Costs	Estimate Only (Based on 2019 Rates )	1.00	EA	16,596.72	EVT	16,596.72
Man Lift (Rental)	TBD	TBD	EA	TBD	EVT	TBD
Trash Collection & Sweeping Services	Estimate Only (Based on 2019 Rates )	1.00	EA	4,470.00	EVT	4,470.00

**Total: 34,306.72**

## Summary

### OCFEC Budget Relieving Trade

Facility Rental Total	\$16,950.00
Estimated Equipment Total	\$6,397.00

**OCFEC Budget Relieving Trade Grand Total: \$23,347.00**

### Coast Community College District

Estimated Reimbursable Personnel and Services Total	\$34,306.72
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**Coast Community College District Grand Total: \$34,306.72**

## Payment Schedule

### Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$34,306.72
<b>Total:</b>		<b>\$34,306.72</b>

# EXHIBIT A

## Event Information

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### **BANNERS**

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

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

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# EXHIBIT A

## Event Information

### SOUND ORDINANCE

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### STATE FIRE MARSHAL

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

R CD 3.21.22

A \_\_\_\_\_

**AMENDMENT TO COVID TESTING  
(JANUARY - JUNE 2022)**

DATE: March 21, 2022

RENTAL AGREEMENT: R-042-22

AMENDMENT #1

Except as herein amended, all other terms and conditions remain as previously agreed upon.

**ADDITION TO EXHIBIT A: FACILITY RENTAL FEES**

<u>Facility and/or Area Fees</u>	<u>Date Time</u>	<u>Activity</u>	<u>Actual</u>
¼ Parking Lot E	04/04/2022 - 04/08/2022	Event	2,625.00
¼ Parking Lot E	04/11/2022 - 04/15/2022	Event	2,625.00
¼ Parking Lot E	04/18/2022 - 04/22/2022	Event	2,625.00
¼ Parking Lot E	04/25/2022 - 04/29/2022	Event	2,625.00
¼ Parking Lot E	05/02/2022 - 05/06/2022	Event	2,625.00
¼ Parking Lot E	05/09/2022 - 05/13/2022	Event	2,625.00
¼ Parking Lot E	05/16/2022 - 05/20/2022	Event	2,625.00
¼ Parking Lot E	05/23/2022 - 05/27/2022	Event	2,625.00
¼ Parking Lot E	05/30/2022 - 06/03/2022	Event	2,625.00
¼ Parking Lot E	06/06/2022 - 06/10/2022	Event	2,625.00
<b>Total:</b>			<b>26,250.00</b>

**ADDITION TO EXHIBIT A: ESTIMATED EQUIPMENT FEES**

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Dumpster	Estimate 10	10.00 EA	19.00 EA	190.00
Portable Electronic Message Board	04/04/2022 - 06/10/2022	1.00 EA	3,750.00 FLAT	3,750.00
<b>Total:</b>				<b>3,940.00</b>

**Summary**

Rental Agreement Facility Fee Total	\$34,125.00
<b>Revised Amendment #1 Facility Fee Total</b>	<b>\$60,375.00</b>
Rental Agreement Estimated Equipment, Reimbursable Personnel and Services Total	\$5,382.00
<b>Revised Amendment #1 Estimated Equipment, Reimbursable Personnel and Services Total</b>	<b>\$9,322.00</b>
Refundable Deposit	\$1,000.00
<b>Grand Total:</b>	<b>\$70,697.00</b>







### Payment Schedule

#### Payment Schedule

First Payment

Second Payment

#### Due Date

PAID CK# 26685

*Upon Signing*

#### Amount

**\$40,507.00**

**\$30,190.00**

**Payment Total:**

**\$70,697.00**

**Pangea Laboratory LLC**

**14762 Bentley Circle**

**Tustin, CA 92780**

**32<sup>nd</sup> District Agricultural Association**

**88 Fair Drive**

**Costa Mesa, CA 92626**

By \_\_\_\_\_ Date: \_\_\_\_\_

**Title: Xiyu Jia, President**

By \_\_\_\_\_ Date: \_\_\_\_\_

**Title: Michele A. Richards, Chief Executive Officer**





R\_ CG 4.8.22

A\_\_\_\_\_

**AMENDMENT TO SOS WILD & CRAZY TACO NIGHT  
(MAY 2022)**

DATE: April 8, 2022

RENTAL AGREEMENT: R-059-22

AMENDMENT #1

Except as herein amended, all other terms and conditions remain as previously agreed upon.

**ADDITION TO EXHIBIT A:**

**Vehicle Parking Fee:** Parking Buyout (See Summary)

**Summary**

Rental Agreement Facility Fee Total	\$1,600.00
Rental Agreement Estimated Equipment, Reimbursable Personnel and Services Total	\$5,184.50
<b>Revised Amendment #1 Parking Buyout (Based upon 300 vehicles at \$10.00 per vehicle)</b>	<b>\$3,000.00</b>
Refundable Deposit	\$1,500.00
<b>Grand Total:</b>	<b>\$11,284.50</b>

**Payment Schedule**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Past Due	\$8,284.50
Second Payment	Upon Signing	\$3,000.00

**Payment Total: \$11,284.50**

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

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

By \_\_\_\_\_ Date: \_\_\_\_\_  
Title: Christy Ward, CEO

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





R. B. S. Luzman

A. \_\_\_\_\_

**AMENDMENT TO DESIGN BUILD COMPETITION 2022  
(APRIL 2022)**

DATE: March 23, 2022

RENTAL AGREEMENT: R-073-22

AMENDMENT #1

Except as herein amended, all other terms and conditions remain as previously agreed upon.

**ADDITION TO EXHIBIT A:**

**Vehicle Parking Fee:** Parking Buyout (See Summary)

**Summary**

Rental Agreement Facility Fee Total	\$5,250.00
Rental Agreement Estimated Equipment, Reimbursable Personnel and Services Total	\$13,577.50
<b>Revised Amendment #1 Parking Buyout (Based upon 400 vehicles at \$10.00 per vehicle)</b>	<b>\$4,000.00</b>
Refundable Deposit	\$1,500.00
<b>Grand Total:</b>	<b>\$24,327.50</b>

**Payment Schedule**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
<b>First Payment</b>	<b>PAID</b>	<b>\$20,327.50</b>
Second Payment	<i>Upon Signing</i>	\$4,000.00
<b>Payment Total:</b>		<b>\$24,327.50</b>

**Construction Industry Education Foundation**  
5370 Elvas Avenue  
Sacramento, CA 95819

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

By \_\_\_\_\_ Date: \_\_\_\_\_  
Title: **Jordan Blair, Executive Director**

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







**Payment Schedule**

**Payment Schedule**

First Payment

**Due Date**

*Upon Signing*

**Amount**

\$23,879.50

**Payment Total:**

**\$23,879.50**

**Cool Events LLC**  
**23040 N 11<sup>th</sup> Avenue, Suite 123, Building 3**  
**Phoenix, AZ 85027**

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

By \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Entity Sterrett, Sourcing Relationship Manager**

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





R CG 4.6.22

A \_\_\_\_\_

**AMENDMENT TO BUBBLE RUN & FOAM GLOW 5K  
(APRIL 2022)**

DATE: April 6, 2022

RENTAL AGREEMENT: R-075-22

AMENDMENT #2

Except as herein amended, all other terms and conditions remain as previously agreed upon.

**ADDITION TO EXHIBIT A: FACILITY RENTAL FEES**

<u>Facility and/or Area Fees</u>	<u>Date Time</u>	<u>Activity</u>	<u>Actual</u>
Parking Lot G	04/14/2022 08:00 AM - 05:00 PM	Move In	1,050.00
<b>Total:</b>			<b>1,050.00</b>

**ADDITION TO EXHIBIT A: ESTIMATED EQUIPMENT FEES**

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Barricades (Metal)	Estimate 110	110.00 EA	15.00 EA	1,650.00
Forklift	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
<b>Total:</b>				<b>1,800.00</b>

**Summary**

Rental Agreement Facility Fee Total	\$6,300.00
<b>Revised Amendment #2 Facility Fee Total</b>	<b>\$7,350.00</b>
Revised Amendment #1 Estimated Equipment, Reimbursable Personnel and Services Total	\$16,079.50
<b>Revised Amendment #2 Estimated Equipment, Reimbursable Personnel and Services Total</b>	<b>\$17,879.50</b>
Refundable Deposit	\$1,500.00
<b>Grand Total:</b>	<b>\$26,729.50</b>

**Payment Schedule**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	<b>PAID CK#35</b>	\$21,431.50
Second Payment	Past Due	\$2,448.00
Third Payment	Upon Signing	\$2,850.00
<b>Payment Total:</b>		<b>\$26,729.50</b>





Cool Events LLC  
23040 N 11<sup>th</sup> Avenue, Suite 123, Building 3  
Phoenix, AZ 85027

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

By \_\_\_\_\_ Date: \_\_\_\_\_  
Title: Entity Sterrett, Sourcing Relationship Manager

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





R CG 4.12.22

A \_\_\_\_\_

**AMENDMENT TO IPSOS AUTOMOTIVE RESEARCH  
(MAY 2022)**

DATE: April 12, 2022

RENTAL AGREEMENT: R-089-22

AMENDMENT #1

Except as herein amended, all other terms and conditions remain as previously agreed upon.

**ADDITION TO EXHIBIT A: FACILITY RENTAL FEES**

<u>Facility and/or Area Fees</u>	<u>Date Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Thursday</b>			
½ The Courtyard	05/19/2022 07:00 AM - 10:00 PM	Move In	225.00
<b>Friday</b>			
½ The Courtyard	05/20/2022 05:00 PM - 08:30 PM	Event	450.00
<b>Saturday</b>			
½ The Courtyard	05/21/2022 07:00 AM - 08:30 PM	Event	450.00
<b>Sunday</b>			
½ The Courtyard	05/22/2022 07:00 AM - 08:30 PM	Event	450.00
<b>Monday</b>			
½ The Courtyard	05/23/2022 07:00 AM - 08:30 PM	Event	450.00
<b>Tuesday</b>			
½ The Courtyard	05/24/2022 07:00 AM - 04:00 PM	Event	450.00
<b>Total:</b>			<b>2,475.00</b>

**Summary**

Rental Agreement Facility Fee Total	\$19,800.00
<b>Revised Amendment #1 Facility Fee Total</b>	<b>\$22,275.00</b>
Revised Amendment #1 Estimated Equipment, Reimbursable Personnel and Services Total	\$15,009.50
Parking Buyout ( <i>Based upon 400 vehicles at \$10.00 per vehicle, per day</i> )	\$4,000.00
Refundable Deposit	\$1,500.00
<b>Grand Total:</b>	<b>\$42,784.50</b>







### Payment Schedule

#### Payment Schedule

First Payment

Second Payment

#### Due Date

Past Due

04/19/2022

#### Amount

\$20,154.75

\$22,629.75

**Payment Total:**

**\$42,784.50**

**Ipsos Insight, LLC**  
**301 Merrit #7**  
**Norwalk, CT 06951**

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

By \_\_\_\_\_ Date: \_\_\_\_\_

**Title: Mark P. Campbell, V.P. & Treasurer**

By \_\_\_\_\_ Date: \_\_\_\_\_

**Title: Michele A. Richards, Chief Executive Officer**

