

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

1 of 1

CONTRACT #	CONTRACTOR	DESCRIPTION	LOCATION	TERM	SPACE SIZE	AMOUNT
22713	Eagle Industrial Group, Inc. dba SafeRacks®	Overhead Garage Storage Racks	Carnival of Products	7/1/2022 - 8/19/2022	10' x 8'	\$8,000.00
22722	Reborn Cabinets, Inc.	Kitchen & bathroom remodeling service	Carnival of Products	7/1/2022 - 8/19/2022	20' x 8'	\$16,000.00
22725	So Relax California, Inc.	Chinese Chair Massage	Parade of Products	7/1/2022 - 8/19/2022	10' x 15'	\$15,000.00
22726	Soleil Communications, Inc.	Promotion of Welk Resort Properties - Lead Generating Only	Family Fair Way; Livestock Lane; Livestock Lane	7/1/2022 - 8/19/2022	30'x5'; 10'x10'; 10'x10'	\$35,050.00
22732	RM Art Designs LLC	Mosaic Lamps, Turkish Ceramic Bowls and Plates, Turkish Rugs, Turkish Necklaces, Rings and Bracelets, Turkish Leather Shoes, Turkish Bags, Fashion Bags, Fashion Kimonos,	Parade of Products, Parade of Products	7/1/2022 - 8/19/2022	10' x 15'; 20' x 15'	\$24,850.00
22733	Angela Ortez, Inc. dba AMO Marketing	Vacation Time Shares; Lead Generating Only	Carnival of Products Country Meadows	7/1/2022 - 8/19/2022	10' x 8'; 10' x 10'	\$18,050.00
22734	Mattress Firm, Inc.	Mattresses & Massage Chairs	Carnival of Products, Carnival of Products, Festival of Products, Festival of Products	7/1/2022 - 8/19/2022	16' x 20'; 20' x 8'; 20' x 25'; 20' x 10'	\$118,050.00

REVIEWED _____
APPROVED _____

AGREEMENT NO. 22713
DATE April 23, 2022

PLATINUM RENTAL AGREEMENT

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

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

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

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

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	5/10/2022	\$4,025.00
Final Payment	6/10/2022	\$4,025.00
*Payments postmarked after the due date will be subject to a late fee of \$100		Total: \$8,050.00

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

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

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

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

Phillip Wilhelm
Eagle Industrial Group Inc. dba SafeRacks
23301 Antonio Parkway
Rancho Santa Margarita, CA 92688
Phone (949) 282-7014
Email phillip@eagleindustrialgroup.com

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

Signature

Signature

Title

Chief Business Development Officer
Title

Date

Date

RULES AND REGULATIONS GOVERNING RENTAL SPACE

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

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

Exhibit A

PRODUCTS AND OR SERVICES

Eagle Industrial Group Inc. dba SafeRacks
Location/Space: Carnival of Products #207

Agreement No: **22713**
Date: April 23, 2022

Overhead Garage Storage Racks
Wire Steel Shelving



EXHIBIT AA - DEAL POINTS

AGREEMENT NO. 22713

Renter:

Eagle Industrial Group Inc. dba SafeRacks

Seller's Permit Number: 101-167477

Taxpayer ID Number: 26-3718422

23301 Antonio Parkway

Rancho Santa Margarita, CA 92688

(949) 282-7014

Phillip Wilhelm- Director of Marketing

Space Description/Designation:

Carnival of Products – CP #207 (10'x 8') - See Exhibit D for map location

Space Fee:

\$8,000

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

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

Overhead Garage Storage Racks and Wire Steel Shelving

Renter Agrees:

1. To be a Platinum Partner from July 15, 2022 – August 14, 2022 at the 2022 annual OC Fair.
2. To provide payment in the sum of EIGHT THOUSAND DOLLARS (\$8,000.00) as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule is as outlined on the Rental Agreement. Payment in full must be received no later than June 10, 2022.
3. To gain pre-approval from the District for use of 2022 OC Fair marks and logos, and that all display elements, materials and concepts provided by Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter logo as outlined herein for inclusion in advertising and signage no later than 5:00 PM on May 23, 2022.
5. That staff members shall comply with all requirements as follows:
 - a. No staff member will promote Eagle Industrial Group Inc. dba SafeRacks outside of designated space(s).
 - i. To only sell the following services/products at the location(s) indicated below.
 1. Overhead Garage Storage Racks and Wire Steel Shelving (product/service); CP #207 (location)
 - b. Each individual assigned a Working Vendor Badge is responsible for obtaining his or her credential from the badging office during scheduled operating hours.
 - c. All working staff accessing the 2022 OC Fair by Working Vendor Badge or Courtesy Credentials are required to submit proper paperwork, including Megan's Law Screening(s) to Tandem by June 17, 2022. Credentials to be obtained prior to the start of the 2022 OC Fair.

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

District (OC Fair) Agrees:

- 1. To provide 80 square feet of space located in Carnival of Products (CP #207).
- 2. To provide ten (10) 2022 OC Fair Working Vendor Badges per booth for working staff (10 total photo credentials).
- 3. To provide forty-six (46) 2022 OC Fair Working Credentials per booth for working staff (46 total working credentials).
- 4. To provide ten (10) 2022 OC Fair ("offsite") Parking Hang Tags per booth for working staff (10 total hang tags).
- 5. To provide one (1) 2022 OC Fair Vendor Lot Parking Hang Tag.
- 6. To provide one hundred (100) 2022 OC Fair General Admission Tickets (To be used for business development purposes).
- 7. To provide twenty (20) tickets to the Pacific Amphitheatre concerts (Terrace Level), a maximum of ten (10) performances (pre-order deadlines and availability restrictions apply).
- 8. To provide one (1) 36" round, branded floor decal to display in front of booth(s) CP #207; decal to be designed, produced and installed by District staff – logo to be provided by Renter.
- 9. To provide one (1) 4'x2' branded sign to display over booth(s) CP #207; signage to be designed, produced and installed by District staff – logo to be provided by Renter.
- 10. To provide access to one (1) complimentary Wi-Fi connection or DSL line for staff use at booth(s) CP #207.
- 11. To provide link to Renter website on applicable section of the 2022 OC Fair website. Website or public contact info, vendor description and logo must be received no later than June 6, 2022 for inclusion.
- 12. To provide general Platinum Partner Program banner ad in two (2) applicable OC Fair eBlast email(s) sent to more than 500,000 subscribers with a link to a detailed Platinum Partners list on the 2022 OC Fair website.
- 13. To provide recognition on Platinum Partner slide(s) shown on the outdoor screens at The Hangar building during the 2022 OC Fair. Content must be received by Monday, June 6, 2022 for inclusion.

Eagle Industrial Group Inc. dba SafeRacks
 23301 Antonio Parkway
 Rancho Santa Margarita, CA 92688

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

Phillip Wilhelm, Director of Marketing

Joan Hamill, Chief Business Development Officer

REVIEWED _____
APPROVED _____

AGREEMENT NO. 22722
DATE April 26, 2022

PLATINUM RENTAL AGREEMENT

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

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **CP #601, #602** depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **7/1/2022 and ends on 8/19/2022 by 12:00 noon. MONDAYS & TUESDAYS DARK DURING FAIR.**
2. Renter shall guarantee the payment of any damage to Association property, removal of all Renter property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair.
5. The purpose of occupancy shall be limited to (see attached *Products and Services*), and shall be for no other purpose whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Carnival of Products	20' x 8'	Platinum Corner	\$16,000.00
Vendor Application Fee			\$ 50.00

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

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	5/10/2022	\$8,025.00
Final Payment	6/10/2022	\$8,025.00
*Payments postmarked after the due date will be subject to a late fee of \$100		Total: \$16,050.00

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

13. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, hereto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties.
14. The Rules and Regulations attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply unless amended under Section 16 of this Agreement.
15. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interests of Association.
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• Products and Services	Exhibit A
• Deal Points	Exhibit AA
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• COVID-19 Infection Mitigation Protocol & Procedures Guidelines	Exhibit V
17. **Force Majeure:** If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.
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19. This agreement is not binding upon Association until it has been signed by its authorized representative and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

Angel Valle
Reborn Cabinets, Inc.
5515 La Palma Avenue
Anaheim, CA 92807
Phone (714) 630-2220
Email avalle@reborn cabinets.com

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

Signature

Signature

Title

Chief Business Development Officer

Title

Date

Date

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within Premises for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.
3. All temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises.
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8. All sound-producing devices used by Renter within or outside Premises must be of such a nature and must be so operated as not to cause annoyance or inconvenience to patrons or to other Concessionaires or Exhibitors. The decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission from Association.
9. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
10. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
11. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
12. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the Premises and owned or rented by Renter must be removed from the Premises by Renter, at Renter's own expense, no later than the date specified by Association. It is understood in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
13. No Renter will be permitted to sell or dispose of, anywhere on the Fairgrounds, alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.

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

Exhibit A

PRODUCTS AND OR SERVICES

Reborn Cabinets, Inc.

Location/Space: Carnival of Products #601, #602

Agreement No: **22722**

Date: April 26, 2022

Kitchen and Bath Remodeling Service

Lead Generating Only



EXHIBIT AA - DEAL POINTS

AGREEMENT NO. 22722

Renter:

Reborn Cabinets, Inc.

Seller's Permit Number: NA

Taxpayer ID Number: 95-3855709

5515 E. La Palma Avenue

Anaheim, CA 92807

(714) 630-2220

Angel Valle, Field Marketing Manager

Space Description/Designation:

Carnival of Products – CP #601, #602 (20' x 8') – See Exhibit D for map location

Space Fee:

\$16,000

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

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

Kitchen and Bath Remodeling Service (Lead Generation Only)

Renter Agrees:

1. To be a Platinum Partner from July 15, 2022 – August 14, 2022 at the 2022 annual OC Fair.
2. To provide payment in the sum of SIXTEEN THOUSAND DOLLARS (\$16,000.00) as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule is as outlined on the Rental Agreement. Payment in full must be received no later than June 10, 2022.
3. To gain pre-approval from the District for use of 2022 OC Fair marks and logos, and that all display elements, materials and concepts provided by Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter logo as outlined herein for inclusion in advertising and signage no later than 5:00 PM on May 23, 2022.
5. That staff members shall comply with all requirements as follows:
 - a. No staff member will promote Reborn Cabinets, Inc. outside of designated space(s).
 - i. To provide lead generation only for the following services/products at the location(s) indicated below.
 1. Kitchen and Bath Remodeling Service (product/service); CP #601, #602 (location)
 - b. Each individual assigned a Working Vendor Badge is responsible for obtaining his or her credential from the badging office during scheduled operating hours.
 - c. All working staff accessing the 2022 OC Fair by Working Vendor Badge or Courtesy Credentials are required to submit proper paperwork, including Megan's Law Screening(s) to Tandem by June 17, 2022. Credentials to be obtained prior to the start of the 2022 OC Fair.

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

District (OC Fair) Agrees:

- 1. To provide 160 square feet of space located in Carnival of Products (CP #601, #602).
- 2. To provide ten (10) 2022 OC Fair Working Vendor Badges per booth for working staff (10 total photo credentials).
- 3. To provide forty-six (46) 2022 OC Fair Working Credentials per booth for working staff (46 total working credentials).
- 4. To provide ten (10) 2022 OC Fair ("offsite") Parking Hang Tags per booth for working staff (10 total hang tags).
- 5. To provide one (1) 2022 OC Fair Vendor Lot Parking Hang Tag.
- 6. To provide one hundred (100) 2022 OC Fair General Admission Tickets (To be used for business development purposes).
- 7. To provide twenty (20) tickets to the Pacific Amphitheatre concerts (Terrace Level), a maximum of ten (10) performances (pre-order deadlines and availability restrictions apply).
- 8. To provide one (1) 36" round, branded floor decal to display in front of booth(s) CP #601, #602; decal to be designed, produced and installed by the District staff – logo to be provided by Renter.
- 9. To provide one (1) 4'x2' branded sign to display over booth(s) CP #601, #602; signage to be designed, produced and installed by the District staff – logo to be provided by Renter.
- 10. To provide access to one (1) complimentary Wi-Fi connection or DSL line for staff use at booth(s) CP #601, #602.
- 11. To provide link to Renter website on applicable section of the 2022 OC Fair website. Website or public contact info, vendor description and logo must be received no later than June 6, 2022 for inclusion.
- 12. To provide general Platinum Partner Program banner ad in two (2) applicable OC Fair eBlast email(s) sent to more than 500,000 subscribers with a link to a detailed Platinum Partners list on the 2022 OC Fair website.
- 13. To provide recognition on Platinum Partner slide(s) shown on the outdoor screens at The Hangar building during the 2022 OC Fair. Content must be received by Monday, June 6, 2022 for inclusion.

Reborn Cabinets, Inc.
5515 E. La Palma Avenue
Anaheim, CA 92807

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

Angel Valle, Field Marketing Manager

Joan Hamill, Chief Business Development Officer

REVIEWED _____
APPROVED _____

AGREEMENT NO. 22725
DATE May 2, 2022

PLATINUM RENTAL AGREEMENT

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

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

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

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

Payment Schedule	Due Date	Amount
First Payment	5/20/2022	\$ 7,525.00
Final Payment	6/10/2022	\$ 7,525.00
*Payments postmarked after the due date will be subject to a late fee of \$100		Total: \$15,050.00

7. **Signed Rental Agreement, First Payment and Certificate of Insurance is due on or before May 20, 2022.**
8. Association shall have the right to monitor any and all sales activity as well as gain access to the Premises.
9. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants, employees and the Association's sales agency of record (currently Moor+South/Pier Management Co., LP, a Delaware Limited Partnership dba Tandem) from any and all claims, causes of action and suits accruing or resulting from any damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
10. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright or other intellectual property rights of any third party.
11. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter any licenses or permits issued to Renter or its employees.
12. It is mutually agreed that this Agreement or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.

13. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties, hereto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties.

14. The Rules and Regulations attached to this Agreement are made a part of this Agreement as though fully incorporated herein, and Renter agrees that Renter has read this Agreement, including the attached Rules and Regulations and understands that they shall apply unless amended under Section 17 of this Agreement.

15. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interests of Association.

16. Renter shall abide by the additional terms and conditions indicated in the following Exhibits attached to this Agreement and incorporated by these references:

• Products and Services	Exhibit A
• Deal Points	Exhibit AA
• California Fair Services Authority Insurance Requirements	Exhibit B
• Standard Contract Terms and Conditions	Exhibit C
• Map of Fairgrounds Depicting Premises	Exhibit D
• Assembly Bill 1499	Exhibit F
• COVID-19 Infection Mitigation Protocol & Procedures Guidelines	Exhibit V

17. **Force Majeure:** If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

18. **Special Provision:** By signing this Agreement, Renter agrees to abide by the Commercial Space and Concessions Program Handbook, which has been provided to Renter, and is on file with the Association. By this reference, the Handbook is incorporated into and becomes a part of this Agreement.

19. This agreement is not binding upon Association until it has been signed by its authorized representative and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

Vinny Xu
So Relax California, Inc.
2555 Camino Del Rio South, Suite #101
San Diego, CA 92108
Phone (917) 992-1911
Email vinnyxu123@hotmail.com

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

Signature

Signature

Title

Chief Business Development Officer
Title

Date

Date

RULES AND REGULATIONS GOVERNING RENTAL SPACE

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

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

Exhibit A

PRODUCTS AND OR SERVICES

So Relax California, Inc.

Location/Space: Parade of Products #8

Agreement No: **22725**

Date: May 2, 2022

Acupressure Chair Massage



EXHIBIT AA - DEAL POINTS

AGREEMENT NO. 22725

Renter:

So Relax California, Inc.

Seller's Permit Number: N/A

Taxpayer ID Number: 20-3106102

2555 Camino Del Rio South, Suite #101

San Diego, CA 92108

(917)-992-1911

Vinny Xu, Owner

Space Description/Designation:

Parade of Products – POP #8 (10'x 15') – See Exhibit D for map location

Space Fee:

\$15,000

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

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

Acupressure Chair Massage

Renter Agrees:

1. To be a Platinum Partner from July 15, 2022 – August 14, 2022 at the 2022 annual OC Fair.
2. To provide payment in the sum of FIFTEEN THOUSAND DOLLARS (\$15,000.00) as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule is as outlined on the Rental Agreement. Payment in full must be received no later than June 10, 2022.
3. To gain pre-approval from the District for use of 2022 OC Fair marks and logos, and that all display elements, materials and concepts provided by Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter logo as outlined herein for inclusion in advertising and signage no later than 5:00 PM on May 23, 2022.
5. That staff members shall comply with all requirements as follows:
 - a. No staff member will promote So Relax California, Inc. outside of designated space(s).
 - i. To only sell the following services/products at the location(s) indicated below.
 1. Acupressure Chair Massage (product/service); POP #8 (location)
 - b. Each individual assigned a Working Vendor Badge is responsible for obtaining his or her credential from the badging office during scheduled operating hours.
 - c. All working staff accessing the 2022 OC Fair by Working Vendor Badge or Courtesy Credentials are required to submit proper paperwork, including Megan's Law Screening(s) to Tandem by June 17, 2022. Credentials to be obtained prior to the start of the 2022 OC Fair.

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

District (OC Fair) Agrees:

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

So Relax California, Inc.
2555 Camino Del Rio South, Suite #101
San Diego, CA 92108

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

Vinny Xu, Owner

Joan Hamill, Chief Business Development Officer

REVIEWED _____
APPROVED _____

AGREEMENT NO. 22726
DATE May 12, 2022
Revised May 12, 2022

PLATINUM RENTAL AGREEMENT

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

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **FFW #3; LL #29B** depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **7/1/2022** and ends on **8/19/2022 by 12:00 noon**. **MONDAYS & TUESDAYS DARK DURING FAIR.**
2. Renter shall guarantee the payment of any damage to Association property, removal of all Renter property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair.
5. The purpose of occupancy shall be limited to (see attached *Products and Services*), and shall be for no other purpose whatsoever.

Description	Size	Space Type	Amount
Family Fair Way	30' x 5'	Platinum Space	\$15,000.00
Livestock Lane	10' x 10'	Platinum Space	\$10,000.00
Vendor Application Fee			\$ 50.00

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

Payment Schedule	Due Date	Amount
First Payment	5/20/2022	\$12,525.00
Final Payment	6/10/2022	\$12,525.00
*Payments postmarked after the due date will be subject to a late fee of \$100		Total: \$25,050.00

7. **Signed Rental Agreement and Certificate of Insurance are due on or before May 20, 2022.**
8. Association shall have the right to monitor any and all sales activity as well as gain access to the Premises.
9. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants, employees and the Association's sales agency of record (currently Moor+South/Pier Management Co., LP, a Delaware Limited Partnership dba Tandem) from any and all claims, causes of action and suits accruing or resulting from any damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
10. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright or other intellectual property rights of any third party.

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

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

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

Sterling Edens
Soleil Communications, Inc.
 dba Hyatt Vacation Club
 300 Rancheros Drive, Suite #450
 San Marcos, CA 92069
 Phone (714) 508-0420
 Email sterling.edens@vacationclub.com

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

Signature

Title

Date

Signature

Chief Business Development Officer
Title

Date

RULES AND REGULATIONS GOVERNING RENTAL SPACE

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

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

Exhibit A

PRODUCTS AND OR SERVICES

Soleil Communications, Inc. dba Hyatt Vacation Club

Location/Space: Family Fair Way #3; Livestock Lane #29B

Agreement No: **22726**

Date: May 12, 2022

Revised May 12, 2022

Promotion of Resort Properties and Vacation Ownership

Lead Generating Only



EXHIBIT AA - DEAL POINTS

AGREEMENT NO. 22726

Revised May 12, 2022

Renter:

Soleil Communications, Inc. dba Hyatt Vacation Club

Seller's Permit Number: N/A

Taxpayer ID Number: 04-3639946

300 Rancheros Drive, Suite #450

San Marcos, CA 92069

(714) 508-0420

Sterling Edens, VP of Marketing

Space Description/Designation:

Family Fair Way – FFW #3 (30' x 5') – See Exhibit D for map location

Livestock Lane – LL #29B (10' x 10') – See Exhibit D for map location

Space Fee:

\$25,000

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

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

Promotion of resort properties and vacation ownership (Lead Generation Only)

Renter Agrees:

1. To be a Platinum Partner from July 15, 2022 – August 14, 2022 at the 2022 annual OC Fair.
2. To provide payment in the sum of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule is as outlined on the Rental Agreement. Payment in full must be received no later than June 10, 2022.
3. To gain pre-approval from the District for use of 2022 OC Fair marks and logos, and that all display elements, materials and concepts provided by Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter logo as outlined herein for inclusion in advertising and signage no later than 5:00 PM on May 23, 2022.
5. That staff members shall comply with all requirements as follows:
 - a. No staff member will promote Soleil Communications, Inc. dba Hyatt Vacation Club outside of designated space(s).
 - i. Staff members may promote up to but no further than five (5) feet in front of designated space(s).
 - ii. To provide lead generation only for the following services/products at the location(s) indicated below.
 1. Promotion of resort properties and vacation ownership (product/service); FFW #3; LL #29B (location)
 - b. Each individual assigned a Working Vendor Badge is responsible for obtaining his or her credential from the badging office during scheduled operating hours.

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

District (OC Fair) Agrees:

- 1. To provide:
 - a. 150 square feet of space located on Family Fair Way (FFW #3).
 - b. 100 square feet of space located on Livestock Lane (LL #29B).
- 2. To provide:
 - a. One (1) 30' x 5' square foot canopy for space located on Family Fair Way (FFW #3).
 - b. One (1) 10' x 10' square foot canopy for space located on Livestock Lane (LL #29B).
- 3. To provide ten (10) 2022 OC Fair Working Vendor Badges per booth for working staff (20 total photo credentials).
- 4. To provide forty-six (46) 2022 OC Fair Working Credentials per booth for working staff (92 total working credentials).
- 5. To provide ten (10) 2022 OC Fair ('offsite') Parking Hang Tags per booth for working staff (20 total hang tags).
- 6. To provide one (1) 2022 OC Fair Vendor Lot Parking Hang Tag.
- 7. To provide one hundred (100) 2022 OC Fair General Admission Tickets (To be used for business development purposes).
- 8. To provide twenty (20) tickets to the Pacific Amphitheatre concerts (Terrace Level), a maximum of ten (10) performances (pre-order deadlines and availability restrictions apply).
- 9. To provide link to Renter website on applicable section of the 2022 OC Fair website. Website or public contact info, vendor description and logo must be received no later than June 6, 2022 for inclusion.
- 10. To provide general Platinum Partner Program banner ad in two (2) applicable OC Fair eBlast email(s) sent to more than 500,000 subscribers with a link to a detailed Platinum Partners list on the 2022 OC Fair website.
- 11. To provide recognition on Platinum Partner slide(s) shown on the outdoor screens at The Hangar building during the 2022 OC Fair. Content must be received by Monday, June 6, 2022 for inclusion.

Soleil Communications, Inc.
 dba Hyatt Vacation Club
 300 Rancheros Drive, Suite #450
 San Marcos, CA 92069

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

REVIEWED _____
APPROVED _____

AGREEMENT NO. 22732
DATE April 26, 2022

**PLATINUM
RENTAL AGREEMENT**

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

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **POP #17, #18, #19** depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **7/1/2022 and ends on 8/19/2022 by 12:00 noon. MONDAYS & TUESDAYS DARK DURING FAIR.**
2. Renter shall guarantee the payment of any damage to Association property, removal of all Renter property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair.
5. The purpose of occupancy shall be limited to (see attached *Products and Services*), and shall be for no other purpose whatsoever.

Description	Size	Space Type	Amount
Parade of Products	10' x 15'	Platinum Corner	\$15,000.00
Parade of Products	20' x 15'	Commercial Inline	\$ 9,800.00
Vendor Application Fee			\$ 50.00

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

Payment Schedule	Due Date	Amount
First Payment	5/10/2022	\$12,425.00
Final Payment	6/10/2022	\$12,425.00
*Payments postmarked after the due date will be subject to a late fee of \$100		Total: \$24,850.00

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

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

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

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

Ramazan Demir
RM Art Designs LLC
12531 S. Harbor Boulevard, #1
Garden Grove, CA 92840
Phone (657) 296-6015
Email beadsunneed@gmail.com

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

Signature

Title

Date

Signature

Chief Business Development Officer
Title

Date

RULES AND REGULATIONS GOVERNING RENTAL SPACE

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

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

Exhibit A

PRODUCTS AND OR SERVICES

RM Art Designs LLC

Location/Space: Parade of Products #17, #18, #19

Agreement No: **22732**

Date: April 26, 2022

Mosaic Lamps

Turkish Ceramic Bowls and Plates

Turkish Rugs

Turkish Necklaces, Rings and Bracelets

Turkish Leather Shoes

Turkish Bags

Fashion Bags

Fashion Kimonos

Macrame Wall Hangings



EXHIBIT AA - DEAL POINTS

AGREEMENT NO. 22732

Renter:**RM Art Designs LLC**

Seller's Permit Number: 215-290944

Taxpayer ID Number: 61-1980652

12531 S. Harbor Boulevard, #1

Garden Grove, CA 92840

(657) 296-6015

Ramazan Demir, Owner

Space Description/Designation:

Parade of Products – POP #17 (10'x 15') – See Exhibit D for map location

Space Fee:

\$15,000

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

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

Mosaic Lamps, Turkish Ceramic Bowls and Plates, Turkish Rugs, Turkish Necklaces, Rings and Bracelets, Turkish Leather Shoes, Turkish Bags, Fashion Bags, Fashion Kimonos and Macramé Wall Hangings

Renter Agrees:

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

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

District (OC Fair) Agrees:

- 1. To provide 150 square feet of space located in Parade of Products (POP #17).
- 2. To provide ten (10) 2022 OC Fair Working Vendor Badges per booth for working staff (10 total photo credentials).
- 3. To provide forty-six (46) 2022 OC Fair Working Credentials per booth for working staff (46 total working credentials).
- 4. To provide ten (10) 2022 OC Fair ("offsite") Parking Hang Tags per booth for working staff (10 total hang tags).
- 5. To provide one (1) 2022 OC Fair Vendor Lot Parking Hang Tag.
- 6. To provide one hundred (100) 2022 OC Fair General Admission Tickets (To be used for business development purposes).
- 7. To provide twenty (20) tickets to the Pacific Amphitheatre concerts (Terrace Level), a maximum of ten (10) performances (pre-order deadlines and availability restrictions apply).
- 8. To provide one (1) 36" round, branded floor decal to display in front of booth(s) POP #17; decal to be designed, produced and installed by the District staff – logo to be provided by Renter.
- 9. To provide one (1) 4'x2' branded sign to display over booth(s) POP #17; signage to be designed, produced and installed by the District staff – logo to be provided by Renter.
- 10. To provide access to one (1) complimentary Wi-Fi connection or DSL line for staff use at booth(s) POP #17.
- 11. To provide link to Renter website on applicable section of the 2022 OC Fair website. Website or public contact info, vendor description and logo must be received no later than June 6, 2022 for inclusion.
- 12. To provide general Platinum Partner Program banner ad in two (2) applicable OC Fair eBlast email(s) sent to more than 500,000 subscribers with a link to a detailed Platinum Partners list on the 2022 OC Fair website.
- 13. To provide recognition on Platinum Partner slide(s) shown on the outdoor screens at The Hangar building during the 2022 OC Fair. Content must be received by Monday, June 6, 2022 for inclusion.

RM Art Designs LLC
12531 S. Harbor Boulevard, #1
Garden Grove, CA 92840

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

Ramazan Demir, Owner

Joan Hamill, Chief Business Development Officer

REVIEWED _____
APPROVED _____

AGREEMENT NO. 22733
DATE May 6, 2022

**PLATINUM
RENTAL AGREEMENT**

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

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **CP #225; CM #1A** depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **7/1/2022 and ends on 8/19/2022 by 12:00 noon. MONDAYS & TUESDAYS DARK DURING FAIR.**
2. Renter shall guarantee the payment of any damage to Association property, removal of all Renter property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair.
5. The purpose of occupancy shall be limited to (see attached *Products and Services*), and shall be for no other purpose whatsoever.

Description	Size	Space Type	Amount
Carnival of Products	10' x 8'	Platinum Corner	\$ 8,000.00
Country Meadows	10' x 10'	Platinum Space	\$10,000.00
Vendor Application Fee			\$ 50.00

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

Payment Schedule	Due Date	Amount
First Payment	5/10/2022	\$ 9,025.00
Final Payment	6/10/2022	\$ 9,025.00
*Payments postmarked after the due date will be subject to a late fee of \$100		Total: \$18,050.00

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

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

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

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

Angela Ortez
Angela Ortez, Inc. dba AMO Marketing
324 S. Beverly Drive, Suite #134
Beverly Hills, CA 90212
Phone (310) 722-8215
Email amomarketinginc@gmail.com

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

Signature

Title

Date

Signature

Chief Business Development Officer
Title

Date

RULES AND REGULATIONS GOVERNING RENTAL SPACE

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

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

Exhibit A

PRODUCTS AND OR SERVICES

Angela Ortez, Inc. dba AMO Marketing

Location/Space: Carnival of Products #225;
Country Meadows #1A

Agreement No: 22733

Date: May 6, 2022

Vacation Time Shares

Lead Generating Only



EXHIBIT AA - DEAL POINTS

AGREEMENT NO. 22733

Renter:

Angela Ortez, Inc. dba AMO Marketing

Seller's Permit Number: NA

Taxpayer ID Number: 46-1186724

324 S. Beverly Drive, Suite #134

Beverly Hills, CA 90212

(310) 722-8215

Angela Ortez, Owner

Space Description/Designation:

Carnival of Products – CP #225 (10'x 8') – See Exhibit D for map location

Country Meadows - CM #1A (10' x 10') - See Exhibit D for map location

Space Fee:

\$18,000

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

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

Vacation Time Shares (Lead Generation Only)

Renter Agrees:

1. To be a Platinum Partner from July 15, 2022 – August 14, 2022 at the 2022 annual OC Fair.
2. To provide payment in the sum of EIGHTEEN THOUSAND DOLLARS (\$18,000.00) as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule is as outlined on the Rental Agreement. Payment in full must be received no later than June 10, 2022.
3. To gain pre-approval from the District for use of 2022 OC Fair marks and logos, and that all display elements, materials and concepts provided by Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter logo as outlined herein for inclusion in advertising and signage no later than 5:00 PM on May 23, 2022.
5. That staff members shall comply with all requirements as follows:
 - a. No staff member will promote Angela Ortez, Inc. dba AMO Marketing outside of designated space(s).
 - i. To provide lead generation only for the following services/products at the location(s) indicated below.
 1. Vacation Time Shares (product/service); CP #225; CM #1A (location)
 - b. Each individual assigned a Working Vendor Badge is responsible for obtaining his or her credential from the badging office during scheduled operating hours.
 - c. All working staff accessing the 2022 OC Fair by Working Vendor Badge or Courtesy Credentials are required to submit proper paperwork, including Megan's Law Screening(s) to Tandem by June 17, 2022. Credentials to be obtained prior to the start of the 2022 OC Fair.

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

District (OC Fair) Agrees:

- 1. To provide:
 - a. 80 square feet of space located in Carnival of Products (CP #225).
 - b. 100 square feet of space located in Country Meadows (CM #1A).
- 2. To provide:
 - a. one (1) 10' x 10' square foot canopy for space located on Country Meadows (CM #1A).
- 3. To provide ten (10) 2022 OC Fair Working Vendor Badges per booth for working staff (20 total photo credentials).
- 4. To provide forty-six (46) 2022 OC Fair Working Credentials per booth for working staff (92 total working credentials).
- 5. To provide ten (10) 2022 OC Fair ("offsite") Parking Hang Tags per booth for working staff (20 total hang tags).
- 6. To provide one (1) 2022 OC Fair Vendor Lot Parking Hang Tag.
- 7. To provide one hundred (100) 2022 OC Fair General Admission Tickets (for business development purposes).
- 8. To provide twenty (20) tickets to the Pacific Amphitheatre concerts (Terrace Level), a maximum of ten (10) performances (pre-order deadlines and availability restrictions apply).
- 9. To provide one (1) 36" round, branded floor decal to display in front of booth(s) CP #225; decal to be designed, produced and installed by District staff – logo to be provided by Renter.
- 10. To provide one (1) 4'x2' branded sign to display over booth(s) CP #225; signage to be designed, produced and installed by District staff – logo to be provided by Renter.
- 11. To provide access to one (1) complimentary Wi-Fi connection or DSL line for staff use at booth(s) CP #225.
- 12. To provide link to Renter website on applicable section of the 2022 OC Fair website. Website or public contact info, vendor description and logo must be received no later than June 6, 2022 for inclusion.
- 13. To provide general Platinum Partner Program banner ad in two (2) applicable OC Fair eBlast email(s) sent to more than 500,000 subscribers with a link to a detailed Platinum Partners list on the 2022 OC Fair website.
- 14. To provide recognition on Platinum Partner slide(s) shown on the outdoor screens at The Hangar building during the 2022 OC Fair. Content must be received by Monday, June 6, 2022 for inclusion.

Angela Ortez, Inc. dba AMO Marketing
 324 S. Beverly Drive, Suite #134
 Beverly Hills, CA 90212

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

Angela Ortez, Owner

Joan Hamill, Chief Business Development Officer

REVIEWED _____
APPROVED _____

AGREEMENT NO. 22734
DATE May 6, 2022

PLATINUM RENTAL AGREEMENT

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

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **CP #401, #402, #501, #502; CP #701, #702; FP #317, #318, #417, #418; FP #201, #202** depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **7/1/2022 and ends on 8/19/2022 by 12:00 noon. MONDAYS & TUESDAYS DARK DURING FAIR.**
2. Renter shall guarantee the payment of any damage to Association property, removal of all Renter property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair.
5. The purpose of occupancy shall be limited to (see attached *Products and Services*), and shall be for no other purpose whatsoever.

Description	Size	Space Type	Amount
Carnival of Products	16' x 20'	Platinum Corner	\$32,000.00
Carnival of Products	20' x 8'	Platinum Corner	\$16,000.00
Festival of Products	20' x 25'	Platinum Corner	\$50,000.00
Festival of Products	20' x 10'	Platinum Corner	\$20,000.00
Vendor Application Fee			\$ 50.00

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

Payment Schedule	Due Date	Amount
First Payment	5/20/2022	\$59,025.00
Final Payment	6/10/2022	\$59,025.00
*Payments postmarked after the due date will be subject to a late fee of \$100		Total: \$118,050.00

7. **Signed Rental Agreement and Certificate of Insurance are due on or before May 20, 2022.**
8. Association shall have the right to monitor any and all sales activity as well as gain access to the Premises.
9. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants, employees and the Association's sales agency of record (currently Moor+South/Pier Management Co., LP, a Delaware Limited Partnership dba Tandem) from any and all claims, causes of action and suits accruing or resulting from any damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
10. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright or other intellectual property rights of any third party.
11. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter any licenses or permits issued to Renter or its employees.

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

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

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

Joe Sabino
Mattress Firm, Inc.
10201 S. Main Street
Houston, TX 77025
Phone (831) 252-0773
Email christine.thompson@mfrm.com

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

Signature

Signature

Title

General Manager and CEO

Title

Date

Date

RULES AND REGULATIONS GOVERNING RENTAL SPACE

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

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

Exhibit A

PRODUCTS AND OR SERVICES

Mattress Firm, Inc.

Location/Space: Carnival of Products #401, #402, #501, #502
Festival of Products #317, #318, #417, #418

Agreement No: 22734

Date: May 6, 2022

Mattresses:

Tempur/Sealy

Intellibed,

Simmons/Serta

Kingsdown

Purple

Bases

Frames

Linens

Pillows

Mattress and Pillow Protectors

Headboards

Location/Space: Carnival of Products #701, #702
Festival of Products #201, #202

Massage Chairs:

Infinity



EXHIBIT AA - DEAL POINTS

AGREEMENT NO. 22734

Renter:**Mattress Firm, Inc.**

Seller's Permit Number: 103-005325

Taxpayer ID Number: 76-0596008

10201 S. Main Street

Houston, TX 77025

(831) 252-0773

Joe Sabino- VP of Omni Channel Sales

Space Description/Designation:

Carnival of Products – CP #401, #402, #501, #502 (16' x 20') – See Exhibit D for map location

Carnival of Product – CP #701, #702 (20' x 8') – See Exhibit D for map location

Festival of Products – FP #317, #318, #417, #418 (20' x 25') – See Exhibit D for map location

Festival of Products – FP #201, #202 (20' x 10') – See Exhibit D for map location

Space Fee:

\$118,000

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

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

Mattresses (Tempur/Sealy, Intellibed, Simmons/Serta, Kingsdown, Purple), Bases, Frames, Linens, Pillows, Mattress and Pillow Protectors, Headboards, Massage Chairs (Infinity).

Renter Agrees:

1. To be a Platinum Partner from July 15, 2022 – August 14, 2022 at the 2022 annual OC Fair.
2. To provide payment in the sum of ONE HUNDRED EIGHTEEN THOUSAND DOLLARS (\$118,000) as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule is as outlined on the Rental Agreement. Payment in full must be received no later than June 10, 2022.
3. To gain pre-approval from the District for use of 2022 OC Fair marks and logos, and that all display elements, materials and concepts provided by Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter logo as outlined herein for inclusion in advertising and signage no later than 5:00 PM on May 23, 2022.
5. That staff members shall comply with all requirements as follows:
 - a. No staff member will promote Mattress Firm, Inc. outside of designated space(s).
 - i. To only sell the following services/products at the location(s) indicated below.
 1. Mattresses (Tempur/Sealy, Intellibed, Simmons/Serta, Kingsdown, Purple), Bases, Frames, Linens, Pillows, Mattress and Pillow Protectors, Headboards (product/service); CP #401, #402, #501, #502; FP #317, #318, #417, #418 (location)
 2. Massage Chairs (Infinity) (product/service); CP #701, #702; FP #201, #202 (location)

- b. Each individual assigned a Working Vendor Badge is responsible for obtaining his or her credential from the badging office during scheduled operating hours.
- c. All working staff accessing the 2022 OC Fair by Working Vendor Badge or Courtesy Credentials are required to submit proper paperwork, including Megan's Law Screening(s) to Tandem by June 17, 2022. Credentials to be obtained prior to the start of the 2022 OC Fair.
- d. Booth space(s) must be fully staffed by uniformed representatives by 10:30 AM and open to the public from 11:00 AM to at least 10:00 PM on each Wednesday and Thursday of the 2022 OC Fair dates, and open to the public from 11:00 AM to at least 11:00 PM on each Friday, Saturday and Sunday of the 2022 OC Fair dates.

- 6. To the understanding that mobile tours and other exhibitors may be located in close proximity to contractually designated space(s).
- 7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes and any other parameters as set forth by District staff prior to and during the term of this agreement.
- 8. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities, and to ensure display at all times within the parameters set forth by these organizations.
- 9. To provide Certificate of Insurance, fire safety training information, applicable certifications and permits, and to comply with all such requests as made by the District prior to, during and following the 2022 OC Fair.

District (OC Fair) Agrees:

- 1. To provide:
 - a.320 square feet of space located in Carnival of Products (CP #401, #402, #501, #502).
 - b.160 square feet of space located in Carnival of Products (CP #701, #702)
 - c.500 square feet of space located in Festival of Products (FP #317, #318, #417, #418).
 - d.200 square feet of space located in Festival of Products (FP #201, #202)
- 2. To provide ten (10) 2022 OC Fair Working Vendor Badges per booth for working staff (40 total photo credentials).
- 3. To provide forty-six (46) 2022 OC Fair Working Credentials per booth for working staff (184 total working credentials).
- 4. To provide ten (10) 2022 OC Fair ("offsite") Parking Hang Tags per booth for working staff (40 total hang tags).
- 5. To provide one (1) 2022 OC Fair Vendor Lot Parking Hang Tag.
- 6. To provide one hundred (100) 2022 OC Fair General Admission Tickets (To be used for business development purposes).
- 7. To provide twenty (20) tickets to the Pacific Amphitheatre concerts (Terrace Level), a maximum of ten (10) performances (pre-order deadlines and availability restrictions apply).
- 8. To provide one (1) 36" round, branded floor decal to display in front of booth(s) CP #401, #402, #501, #502; CP #701, #702; FP #317, #318, #417, #418; FP #201, #202; decal to be designed, produced and installed by the District staff – logo to be provided by Renter.
- 9. To provide one (1) 4'x2' branded sign to display over booth(s) CP #401, #402, #501, #502; CP #701, #702; FP #317, #318, #417, #418; FP #201, #202; signage to be designed, produced and installed by the District staff – logo to be provided by Renter.
- 10. To provide access to one (1) complimentary Wi-Fi connection or DSL line for staff use at booth(s) CP #401, #402, #501, #502; CP #701, #702; FP #317, #318, #417, #418; FP #201, #202.
- 11. To provide link to Renter website on applicable section of the 2022 OC Fair website. Website or public contact info, vendor description and logo must be received no later than June 6, 2022 for inclusion.
- 12. To provide general Platinum Partner Program banner ad in two (2) applicable OC Fair eBlast email(s) sent to more than 500,000 subscribers with a link to a detailed Platinum Partners list on the 2022 OC Fair website.
- 13. To provide recognition on Platinum Partner slide(s) shown on the outdoor screens at The Hangar building during the 2022 OC Fair. Content must be received by Monday, June 6, 2022 for inclusion.

Mattress Firm, Inc.
10201 S. Main Street
Houston, TX 77025

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

Joe Sabino, VP of Omni Channel Sales

Michele A. Richards, General Manager and CEO