

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

1 of 1

NEW

CONTRACT #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-019-22	Englebrecht Promotions & Events	Fight Club OC	Competition/Tournament (COM)	The Hangar	08/24/22-08/25/22	15,901.25
R-027-22	Gem Faire, Inc.	Gem Faire	Consumer Show (CON)	Costa Mesa Building (#10), Main Mall, Parking Lot I, Santa Ana Pavilion (Parade of Products)	08/23/22-08/29/22	56,151.50
R-036-22	Bonnier Corporation	Sand Sports Super Show	Consumer Show (CON)	All Grounds	09/12/22-09/19/22	205,945.50
R-093-22	Incuplace, LLC	626 Night Market - OC	Food Festival (FOODF)	Parking Lot G, Parking Lot I	06/15/22-06/20/22	152,170.25
R-100-22	California Online Public Schools	California Connections Academy High School Graduation	Graduation/Grad Night (GRN)	Pacific Amphitheatre	06/23/22-06/23/22	39,002.75
R-101-22	The Activation Group	BMW Ride & Drive	Ride & Drive (RND)	Parking Lot H	05/18/22-05/22/22	16,492.50
R-104-22	Costa Mesa Fire & Rescue	Firefighter Entrapment Seminar Parking	Parking (PARK)	Parking Lot B	05/03/22-05/03/22	Inter-agency Agreement
R-105-22	Triller Fight Club LLC	Triad Combat	Competition/Tournament (COM)	Anaheim Building (#16), The Hangar	06/09/22-06/12/22	30,176.00
R-106-22	American Promotional Events, Inc. DBA TNT Fireworks, Inc.	TNT Fireworks	Other (OTH)	Parking Lot E	06/24/22-07/07/22	4,000.00
R-109-22	Vandermost Consulting Services, Inc. dba VCS Environmental	VCS Environmental Club OC	Other (OTH)	Club OC Plaza Pacifica West	07/16/22-07/16/22	728.00
R-110-22	Valerie Beu	Birthday Party	Other (OTH)	Club OC Plaza Pacifica West	07/15/22-07/15/22	702.00

AMENDMENTS

CONTRACT #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-089-22 (Amend. #1)	Ipsos Insight, LLC	Ipsos Automotive Research <i>Amended: additional space for event</i>	Research & Development (RD)	Courtyard	05/19/22-05/24/22	2,475.00
R-105-22 (Amend. #1)	Triller Fight Club LLC	Triad Combat <i>Amended: Revision to contract verbiage</i>	Competition/Tournament (COM)	Anaheim Building (#16), The Hangar	06/09/22-06/12/22	30,176.00

FORM F-31

AGREEMENT NO. **R-019-22**

REVIEWED _____

DATE **April 15, 2022**

FAIRTIME

APPROVED _____

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

August 24 - 25, 2022

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

See Exhibit A

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

Fight Club OC

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

\$15,901.25

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

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

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

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

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

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

By: _____ Date: _____
Title: Roy Englebrecht, Promoter

By: _____ Date: _____
Title: Joan Hamill, Chief Business Development Officer

EXHIBIT A

Event Information				
Event Name:	Fight Club OC	Contract No:	R-019-22	
Contact Person:	Roy Englebrecht	Phone:	(949) 235-6155	
Event Date:	08/25/2022	Hours:	Happy Hour (Baja Blues):	5:30 PM - 6:30 PM
			Doors:	6:00 PM
Admission Price:	Adult: \$40.00 - \$80.00		Event:	7:00 PM - 10:00 PM
Vehicle Parking Fee:	\$10.00 General Parking	Projected Attendance:	1,200	

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Wednesday			
The Hangar	08/24/2022 06:00 AM - 11:59 PM	Move In	550.00
Thursday			
The Hangar	08/25/2022 05:30 PM - 10:00 PM	Event	2,150.00
Total:			2,700.00

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

Move out must be completed by 11:59 PM Thursday - August 25, 2022 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
25 MB Internet - Hard Line	08/25/2022	1.00	EA	250.00	EA/DAY	250.00
100 Amp Drop	Estimate 2	2.00	EA	180.00	EA	360.00
200 Amp Drop	As Needed Per Request	TBD	EA	360.00	EA	TBD
Barricade (Plastic)	Flat Rate (Delivery & Pick Up Only, No Set Up)	1.00	EA	200.00	FLAT	200.00
Bleacher (100 Seat Section)	Estimate 3	3.00	EA	200.00	EA	600.00
Cable Ramp	TBD	TBD	EA	15.00	EA	TBD
Chair (Individual)	Estimate 300	300.00	EA	1.00	EA	300.00
Chair (Tied)	Estimate 1,000	1,000.00	EA	2.00	EA	2,000.00
Dumpster	Estimate 6	6.00	EA	19.00	EA	114.00
Electrical Splitter Box	TBD	TBD	EA	55.00	EA	TBD
Electrical Usage Rate	Estimate Only	1.00	EA	200.00	EVT	200.00
Folding Table (Rectangular)	Estimate 2	2.00	EA	15.00	EA	30.00
Forklift	Estimate 6 Hours	6.00	HR	75.00	HR	450.00
Man Lift	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
Marquee Board	08/19/2022 - 08/25/2022	1.00	WK	Included		Included
Portable Electronic Message Board	08/25/2022	2.00	EA	75.00	EA/DAY	150.00
Projector and Screen	08/25/2022	1.00	EA	1,500.00	EA/DAY	1,500.00
Scissor Lift	Estimate 2 Hours	2.00	HR	75.00	HR	150.00
Stanchion	Estimate 40	40.00	EA	1.00	EA	40.00
Sweeper (In-House)	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
Trussing Unit	TBD	TBD	EA	100.00	EA	TBD
Wireless Internet Router	Estimate 2	2.00	EA	75.00	EA	150.00
Total:						6,944.00

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

EXHIBIT A

Event Information

Event Day

Grounds Attendant Lead	08/25/2022 05:30PM - 10:00PM	1.00	EA	31.00	HR	139.50
Grounds Attendant	08/25/2022 05:30PM - 10:00PM	2.00	EA	26.00	HR	234.00
Janitorial Attendant	08/25/2022 05:30PM - 10:00PM	2.00	EA	26.00	HR	234.00
Electrician	08/25/2022 05:30PM - 10:00PM	1.00	EA	65.00	HR	292.50

Clean Up

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

Event Sales & Services

Event Coordinator	08/25/2022 05:30PM - 10:00PM	1.00	EA	51.50	HR	231.75
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Parking

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

Security Attendant Lead	08/25/2022 06:15PM - 10:45PM	1.00	EA	31.00	HR	139.50
Security Attendant	08/25/2022 04:30PM - 09:00PM	2.00	EA	26.00	HR	234.00
Security Attendant	08/25/2022 06:15PM - 10:45PM	5.00	EA	26.00	HR	585.00

Technology

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

Emergency Medical Services	08/25/2022 05:00PM - 10:30PM	2.00	EA	27.00	HR	297.00
Orange County Sheriff Services	Estimate Only	1.00	EA	1,400.00	EVT	1,400.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	225.00	EVT	225.00

Total: 5,757.25

Summary

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

Grand Total: \$15,901.25

Payment Schedule

Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	08/10/2022	\$7,950.75
Second Payment	08/17/2022	\$7,950.50

Total: \$15,901.25

Please Remit Payment in *Check Only*

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

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

EXHIBIT A

Event Information

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

BOOKING PROTECTION

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

CANNABIS EVENTS

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

CHAIRS

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

COMPLIMENTARY PARKING PASSES

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT V

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

FUTURE TERMS

Future terms and agreements subject to change.

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

RECYCLING / SB 1383

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

EXHIBIT A

Event Information

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-027-22**

REVIEWED _____

DATE **April 15, 2022**

FAIRTIME

INTERIM **XX**

APPROVED _____

RENTAL AGREEMENT

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

WITNESSETH:

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

August 23 - 29, 2022

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

See Exhibit A

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

Gem Faire

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

\$56,151.50

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

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

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

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

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

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

By: _____ Date: _____
Title: Allen Van Volkinburgh, Manager

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

EXHIBIT A

Event Information				
Event Name:	Gem Faire	Contract No:	R-027-22	
Contact Person:	Allen Van Volkinburgh	Phone:	(503) 252-8300	
Event Date:	08/26/2022 - 08/28/2022	Hours:	Friday Wholesale:	10:00 AM - 12:00 PM
			Friday:	12:00 PM - 6:00 PM
			Saturday:	10:00 AM - 6:00 PM
Admission Price:	Adult: \$7 weekend pass (discount coupon online)		Sunday:	10:00 AM - 5:00 PM
	Child: Under 12 Free			
Vehicle Parking Fee:	\$10.00 General Parking	Projected Attendance:	4,500	

Facility Rental Fees				
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>	
Tuesday				
Santa Ana Pavilion (Parade of Products)	08/23/2022 10:00 AM - 02:00 PM	Move In	550.00	
Wednesday				
Costa Mesa Building (#10)	08/24/2022 08:00 AM - 08:00 PM	Move In	2,300.00	
¼ Main Mall	08/24/2022 08:00 AM - 08:00 PM	Move In	225.00	
Santa Ana Pavilion (Parade of Products)	08/24/2022 08:00 AM - 08:00 PM	Move In	1,100.00	
Thursday				
Costa Mesa Building (#10)	08/25/2022 08:00 AM - 08:00 PM	Move In	2,300.00	
¼ Main Mall	08/25/2022 08:00 AM - 08:00 PM	Move In	225.00	
Santa Ana Pavilion (Parade of Products)	08/25/2022 08:00 AM - 08:00 PM	Move In	1,100.00	
Friday				
Costa Mesa Building (#10)	08/26/2022 10:00 AM - 06:00 PM	Event	4,600.00	
¼ Main Mall	08/26/2022 10:00 AM - 06:00 PM	Event	450.00	
Santa Ana Pavilion (Parade of Products)	08/26/2022 10:00 AM - 06:00 PM	Event	2,200.00	
Saturday				
Costa Mesa Building (#10)	08/27/2022 10:00 AM - 06:00 PM	Event	4,600.00	
¼ Main Mall	08/27/2022 10:00 AM - 06:00 PM	Event	450.00	
Santa Ana Pavilion (Parade of Products)	08/27/2022 10:00 AM - 06:00 PM	Event	2,200.00	
Sunday				
Costa Mesa Building (#10)	08/28/2022 10:00 AM - 05:00 PM	Event	4,600.00	
¼ Main Mall	08/28/2022 10:00 AM - 05:00 PM	Event	450.00	
Santa Ana Pavilion (Parade of Products)	08/28/2022 10:00 AM - 05:00 PM	Event	2,200.00	
Monday				
Costa Mesa Building (#10)	08/29/2022 08:00 AM - 12:00 PM	Move Out	No Charge	
¼ Main Mall	08/29/2022 08:00 AM - 12:00 PM	Move Out	No Charge	
Santa Ana Pavilion (Parade of Products)	08/29/2022 08:00 AM - 12:00 PM	Move Out	No Charge	

Total: 29,550.00

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

Move out must be completed by 12:00 PM Monday - August 29, 2022 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
20 Amp Drop	TBD	TBD	EA	25.00	EA	TBD
50 Amp Drop	Estimate 9	9.00	EA	70.00	EA	630.00
Barricade (Metal)	Estimate 55	55.00	EA	15.00	EA	825.00
Cable Ramp	Estimate 2	2.00	EA	15.00	EA	30.00

EXHIBIT A

Event Information						
Dumpster	Estimate 33	33.00	EA	19.00	EA	627.00
Electrical Splitter Box	Estimate 22	22.00	EA	55.00	EA	1,210.00
Electrical Usage	Estimate Only	1.00	EA	3,300.00	EVT	3,300.00
Forklift	Estimate 7 Hours	7.00	HR	75.00	HR	525.00
Man Lift	Estimate 7 Hours	7.00	HR	75.00	HR	525.00
Marquee Board	08/01/2022 - 08/28/2022	4.00	WK	Included		Included
Portable Electronic Message Board	08/26/2022 - 08/28/2022	2.00	EA	75.00	EA/DAY	450.00
Public Address System (Per Building)	08/26/2022 - 08/28/2022	1.00	EA	75.00	EA/DAY	225.00
Scissor Lift	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
Sweeper (In-House)	Estimate 9 Hours	9.00	HR	75.00	HR	675.00
Ticket Booth (Double Window)	Estimate 1	1.00	EA	100.00	EA	100.00
Trussing Unit	Estimate 2	2.00	EA	100.00	EA	200.00
Umbrella w/Stand	TBD	TBD	EA	15.00	EA	TBD
Total:						9,547.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant	Estimate 8 Hours	8.00	HR	26.00	HR	208.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	26.00	HR	208.00
Electrician	Estimate 11 Hours	11.00	HR	65.00	HR	715.00
Event Day						
Grounds Attendant Lead	08/26/2022 09:00AM - 06:00PM	1.00	EA	31.00	HR	279.00
Grounds Attendant	08/26/2022 09:00AM - 06:00PM	2.00	EA	26.00	HR	468.00
Janitorial Attendant	08/26/2022 09:00AM - 06:00PM	2.00	EA	26.00	HR	468.00
Grounds Attendant Lead	08/27/2022 09:00AM - 06:00PM	1.00	EA	31.00	HR	279.00
Grounds Attendant	08/27/2022 09:00AM - 06:00PM	2.00	EA	26.00	HR	468.00
Janitorial Attendant	08/27/2022 09:00AM - 06:00PM	2.00	EA	26.00	HR	468.00
Grounds Attendant Lead	08/28/2022 09:00AM - 05:00PM	1.00	EA	31.00	HR	248.00
Grounds Attendant	08/28/2022 09:00AM - 05:00PM	2.00	EA	26.00	HR	416.00
Janitorial Attendant	08/28/2022 09:00AM - 05:00PM	2.00	EA	26.00	HR	416.00
Clean Up						
Grounds Attendant Lead	Estimate 5 Hours	5.00	HR	31.00	HR	155.00
Grounds Attendant	Estimate 15 Hours	15.00	HR	26.00	HR	390.00
Janitorial Attendant	Estimate 10 Hours	10.00	HR	26.00	HR	260.00
Electrician	Estimate 10 Hours	10.00	HR	65.00	HR	650.00
<u>Event Sales & Services</u>						
Event Coordinator	08/26/2022 09:00AM - 06:00PM	1.00	EA	51.50	HR	463.50
Event Coordinator	08/27/2022 09:00AM - 06:00PM	1.00	EA	51.50	HR	463.50
Event Coordinator	08/28/2022 09:00AM - 05:00PM	1.00	EA	51.50	HR	412.00
Parking						
Parking Attendant Lead	Estimate 9 Hours	9.00	HR	31.00	HR	279.00
Parking Attendant	Estimate 18 Hours	18.00	HR	26.00	HR	468.00
<u>Safety & Security</u>						
Security Attendant	08/25/2022 09:45AM - 06:00PM	4.00	EA	26.00	HR	858.00
Security Attendant - Overnight	08/25/2022 06:00PM - 07:00AM	2.00	EA	26.00	HR	676.00

EXHIBIT A

Event Information						
Security Attendant - Daytime	08/26/2022 07:00AM - 12:00PM	2.00	EA	26.00	HR	260.00
Security Attendant - Daytime	08/26/2022 10:00AM - 06:00PM	2.00	EA	26.00	HR	416.00
Security Attendant - Overnight	08/26/2022 06:00PM - 07:00AM	2.00	EA	26.00	HR	676.00
Security Attendant	08/27/2022 07:00AM - 12:00PM	1.00	EA	26.00	HR	130.00
Security Attendant - Daytime	08/27/2022 10:00AM - 06:00PM	2.00	EA	26.00	HR	416.00
Security Attendant - Overnight	08/27/2022 06:00PM - 07:00AM	2.00	EA	26.00	HR	676.00
Security Attendant	08/28/2022 07:00AM - 12:00PM	1.00	EA	26.00	HR	130.00
Security Attendant - Daytime	08/28/2022 10:00AM - 06:00PM	2.00	EA	26.00	HR	416.00
Security Attendant	08/28/2022 04:00PM - 09:00PM	4.00	EA	26.00	HR	520.00
<u>Technology</u>						
Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00
<u>Outside Services</u>						
Emergency Medical Services	08/26/2022 09:30AM - 06:30PM	2.00	EA	27.00	HR	486.00
Emergency Medical Services	08/27/2022 09:30AM - 06:30PM	2.00	EA	27.00	HR	486.00
Emergency Medical Services	08/28/2022 09:30AM - 05:30PM	2.00	EA	27.00	HR	432.00
Orange County Sheriff Services	Estimate Only	1.00	EA	1,000.00	EVT	1,000.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Total:						16,254.50

Summary

Facility Rental Total	\$29,550.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$25,801.50
Refundable Deposit	\$800.00
Grand Total:	\$56,151.50

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	05/24/2022	\$18,717.25
Second Payment	06/24/2022	\$18,717.25
Third Payment	07/25/2022	\$18,717.00
Total:		\$56,151.50

Please Remit Payment in *Check Only*

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

EXHIBIT A

Event Information

CANNABIS EVENTS

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

CANOPIES / TENTS

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT V

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

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

RECYCLING / SB 1383

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

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-036-22**

REVIEWED _____

DATE **May 10, 2022**

FAIRTIME

APPROVED _____

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

September 12 - 19, 2022

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

See Exhibit A

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

Sand Sports Super Show

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

\$205,945.50

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

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

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

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

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

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

By: _____ Date: _____
Title: Tracy Feinsilver, Vice President
Operations

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

EXHIBIT A

Event Information			
Event Name:	Sand Sports Super Show	Contract No:	R-036-22
Contact Person:	Tracy Feinsilver	Phone:	(212) 779-5576
Event Date:	09/16/2022 - 09/18/2022	Hours:	Friday: 4:00 PM - 10:00 PM Saturday: 9:00 AM - 7:00 PM Sunday: 9:00 AM - 4:00 PM
Admission Price:	Advance Sale Adult: \$16.00 - \$33.00 Adult: \$20.00 - \$37.00 Advance Sale Child: \$6.00 - \$10.00 Child: \$7.00 - \$12.00 Child 5 & Under: Free		
Vehicle Parking Fee:	\$10.00 General Parking	Projected Attendance:	33,000

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Monday			
Anaheim Building (#16)	09/12/2022 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Costa Mesa Building (#10)	09/12/2022 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Country Meadows	09/12/2022 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Crafters Village	09/12/2022 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Huntington Beach Building (#12)	09/12/2022 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Los Alamitos Building (#14)	09/12/2022 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Main Mall	09/12/2022 06:00 AM - 11:00 PM	Move In	*See Facility Fee
OC Promenade (Span)	09/12/2022 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Park Plaza	09/12/2022 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Parking Lot I	09/12/2022 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Parking Lot P	09/12/2022 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Santa Ana Pavilion (Parade of Products)	09/12/2022 06:00 AM - 11:00 PM	Move In	*See Facility Fee
South Lawn	09/12/2022 06:00 AM - 11:00 PM	Move In	*See Facility Fee
The Hangar	09/12/2022 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Tuesday			
Anaheim Building (#16)	09/13/2022 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Costa Mesa Building (#10)	09/13/2022 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Country Meadows	09/13/2022 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Crafters Village	09/13/2022 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Huntington Beach Building (#12)	09/13/2022 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Los Alamitos Building (#14)	09/13/2022 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Main Mall	09/13/2022 06:00 AM - 11:00 PM	Move In	*See Facility Fee
OC Promenade (Span)	09/13/2022 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Park Plaza	09/13/2022 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Parking Lot I	09/13/2022 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Parking Lot P	09/13/2022 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Santa Ana Pavilion (Parade of Products)	09/13/2022 06:00 AM - 11:00 PM	Move In	*See Facility Fee
South Lawn	09/13/2022 06:00 AM - 11:00 PM	Move In	*See Facility Fee
The Hangar	09/13/2022 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Wednesday			
Anaheim Building (#16)	09/14/2022 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Costa Mesa Building (#10)	09/14/2022 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Country Meadows	09/14/2022 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Crafters Village	09/14/2022 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Huntington Beach Building (#12)	09/14/2022 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Los Alamitos Building (#14)	09/14/2022 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Main Mall	09/14/2022 06:00 AM - 11:00 PM	Move In	*See Facility Fee
OC Promenade (Span)	09/14/2022 06:00 AM - 11:00 PM	Move In	*See Facility Fee

EXHIBIT A

Event Information			
Park Plaza	09/14/2022 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Parking Lot I	09/14/2022 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Parking Lot P	09/14/2022 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Santa Ana Pavilion (Parade of Products)	09/14/2022 06:00 AM - 11:00 PM	Move In	*See Facility Fee
South Lawn	09/14/2022 06:00 AM - 11:00 PM	Move In	*See Facility Fee
The Hangar	09/14/2022 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Thursday			
Anaheim Building (#16)	09/15/2022 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Costa Mesa Building (#10)	09/15/2022 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Country Meadows	09/15/2022 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Crafters Village	09/15/2022 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Huntington Beach Building (#12)	09/15/2022 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Los Alamitos Building (#14)	09/15/2022 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Main Mall	09/15/2022 06:00 AM - 11:00 PM	Move In	*See Facility Fee
OC Promenade (Span)	09/15/2022 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Park Plaza	09/15/2022 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Parking Lot I	09/15/2022 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Parking Lot P	09/15/2022 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Santa Ana Pavilion (Parade of Products)	09/15/2022 06:00 AM - 11:00 PM	Move In	*See Facility Fee
South Lawn	09/15/2022 06:00 AM - 11:00 PM	Move In	*See Facility Fee
The Hangar	09/15/2022 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Friday			
Anaheim Building (#16)	09/16/2022 04:00 PM - 10:00 PM	Event	*See Facility Fee
Costa Mesa Building (#10)	09/16/2022 04:00 PM - 10:00 PM	Event	*See Facility Fee
Country Meadows	09/16/2022 04:00 PM - 10:00 PM	Event	*See Facility Fee
Crafters Village	09/16/2022 04:00 PM - 10:00 PM	Event	*See Facility Fee
Huntington Beach Building (#12)	09/16/2022 04:00 PM - 10:00 PM	Event	*See Facility Fee
Los Alamitos Building (#14)	09/16/2022 04:00 PM - 10:00 PM	Event	*See Facility Fee
Main Mall	09/16/2022 04:00 PM - 10:00 PM	Event	*See Facility Fee
OC Promenade (Span)	09/16/2022 04:00 PM - 10:00 PM	Event	*See Facility Fee
Park Plaza	09/16/2022 04:00 PM - 10:00 PM	Event	*See Facility Fee
Parking Lot I	09/16/2022 04:00 PM - 10:00 PM	Event	*See Facility Fee
Parking Lot P	09/16/2022 04:00 PM - 10:00 PM	Event	*See Facility Fee
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South Lawn	09/16/2022 04:00 PM - 10:00 PM	Event	*See Facility Fee
The Hangar	09/16/2022 04:00 PM - 10:00 PM	Event	*See Facility Fee
Saturday			
Anaheim Building (#16)	09/17/2022 09:00 AM - 07:00 PM	Event	*See Facility Fee
Costa Mesa Building (#10)	09/17/2022 09:00 AM - 07:00 PM	Event	*See Facility Fee
Country Meadows	09/17/2022 09:00 AM - 07:00 PM	Event	*See Facility Fee
Crafters Village	09/17/2022 09:00 AM - 07:00 PM	Event	*See Facility Fee
Huntington Beach Building (#12)	09/17/2022 09:00 AM - 07:00 PM	Event	*See Facility Fee
Los Alamitos Building (#14)	09/17/2022 09:00 AM - 07:00 PM	Event	*See Facility Fee
Main Mall	09/17/2022 09:00 AM - 07:00 PM	Event	*See Facility Fee
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Park Plaza	09/17/2022 09:00 AM - 07:00 PM	Event	*See Facility Fee
Parking Lot I	09/17/2022 09:00 AM - 07:00 PM	Event	*See Facility Fee
Parking Lot P	09/17/2022 09:00 AM - 07:00 PM	Event	*See Facility Fee

EXHIBIT A

Event Information				
Santa Ana Pavilion (Parade of Products)	09/17/2022 09:00 AM - 07:00 PM	Event		*See Facility Fee
South Lawn	09/17/2022 09:00 AM - 07:00 PM	Event		*See Facility Fee
The Hangar	09/17/2022 09:00 AM - 07:00 PM	Event		*See Facility Fee
Sunday				
Anaheim Building (#16)	09/18/2022 09:00 AM - 04:00 PM	Event		*See Facility Fee
Costa Mesa Building (#10)	09/18/2022 09:00 AM - 04:00 PM	Event		*See Facility Fee
Country Meadows	09/18/2022 09:00 AM - 04:00 PM	Event		*See Facility Fee
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The Hangar	09/18/2022 09:00 AM - 04:00 PM	Event		*See Facility Fee
Monday				
Anaheim Building (#16)	09/19/2022 06:00 AM - 11:00 PM	Move Out		*See Facility Fee
Costa Mesa Building (#10)	09/19/2022 06:00 AM - 11:00 PM	Move Out		*See Facility Fee
Country Meadows	09/19/2022 06:00 AM - 11:00 PM	Move Out		*See Facility Fee
Crafters Village	09/19/2022 06:00 AM - 11:00 PM	Move Out		*See Facility Fee
Huntington Beach Building (#12)	09/19/2022 06:00 AM - 11:00 PM	Move Out		*See Facility Fee
Los Alamitos Building (#14)	09/19/2022 06:00 AM - 11:00 PM	Move Out		*See Facility Fee
Main Mall	09/19/2022 06:00 AM - 11:00 PM	Move Out		*See Facility Fee
OC Promenade (Span)	09/19/2022 06:00 AM - 11:00 PM	Move Out		*See Facility Fee
Park Plaza	09/19/2022 06:00 AM - 11:00 PM	Move Out		*See Facility Fee
Parking Lot I	09/19/2022 06:00 AM - 11:00 PM	Move Out		*See Facility Fee
Parking Lot P	09/19/2022 06:00 AM - 11:00 PM	Move Out		*See Facility Fee
Santa Ana Pavilion (Parade of Products)	09/19/2022 06:00 AM - 11:00 PM	Move Out		*See Facility Fee
South Lawn	09/19/2022 06:00 AM - 11:00 PM	Move Out		*See Facility Fee
The Hangar	09/19/2022 06:00 AM - 11:00 PM	Move Out		*See Facility Fee

Total: *See Facility Fee

***Facility Rental Fee - - - OCFEC shall retain twenty percent (20%) of all Gross Admissions Revenue up to One Hundred Thousand Dollars (\$100,000) and sixteen and one-half percent (16.5%) of all Gross Admissions Revenue over One Hundred Thousand Dollars (\$100,000) from the Sand Sports Super Show.**

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

Move out must be completed by 11:00 PM Monday - September 19, 2022 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
10 MB Internet Connection	TBD (2021 = 14 EA)	TBD	EA	150.00	EA/DAY	TBD
20 Amp Drop	Estimate 64	64.00	EA	25.00	EA	1,600.00
30 Amp Drop	TBD	TBD	EA	50.00	EA	TBD
50 Amp Drop	Estimate 25	25.00	EA	70.00	EA	1,750.00
100 Amp Drop	Estimate 5	5.00	EA	180.00	EA	900.00
200 Amp Drop	Estimate 5	5.00	EA	360.00	EA	1,800.00

EXHIBIT A

Event Information						
400 Amp Drop	TBD	TBD	EA	720.00	EA	TBD
40 Yard Dumpster	Estimate 12	12.00	EA	216.00	EA	2,592.00
Barricade (Metal)	TBD	TBD	EA	15.00	EA	TBD
Barricade (Plastic)	Estimate 88	88.00	EA	15.00	EA	1,320.00
Bench (Metal)	Estimate 15	15.00	EA	15.00	EA	225.00
Bleacher (100 Seat Section)	TBD	TBD	EA	250.00	EA	TBD
Cable Ramp	Estimate 165	165.00	EA	15.00	EA	2,475.00
Chair (Individual)	Estimate 12	12.00	EA	2.50	EA	30.00
Cube Tower	Estimate 4	4.00	EA	100.00	EA	400.00
Dumpster	TBD	TBD	EA	19.00	EA	TBD
Electrical Splitter Box	Estimate 95	95.00	EA	55.00	EA	5,225.00
Electrical Usage Rate	Estimate Only	1.00	EA	4,500.00	EVT	4,500.00
Forklift	Estimate 130 Hours	130.00	HR	75.00	HR	9,750.00
Forklift (40 Yard Dumpster)	Estimate 55 Hours	55.00	HR	75.00	HR	4,125.00
Hang Tag - 3 Day	Estimate 675	675.00	EA	15.00	EA	10,125.00
Man Lift	Estimate 4 Hours	4.00	HR	75.00	HR	300.00
Marquee Board (4 Consecutive Weeks)	08/22/2022 - 09/18/2022	4.00	WK	Included		Included
Overall Public Address System	09/16/2022 - 09/18/2022	1.00	EA	250.00	EA/DAY	750.00
Picnic Table (Rectangular & Round)	Estimate 50	50.00	EA	15.00	EA	750.00
Portable Electronic Message Board	09/16/2022 - 09/18/2022	4.00	EA	75.00	EA/DAY	900.00
Pressure Washer	Estimate 24 Hours	24.00	HR	75.00	HR	1,800.00
Projector (12,000 Lumens)	TBD	TBD	EA	3,000.00	EA/DAY	TBD
Projector Screen in Hangar	TBD	TBD	EA	300.00	EA/DAY	TBD
Propane & Diesel	TBD	TBD	EA	5.00	EA	TBD
Roller w/Operator	Estimate 2 Hours	2.00	HR	75.00	HR	150.00
RV Camping (Campground)	TBD (2021 = 302 EA)	TBD	EA	45.00	EA/DAY	TBD
Scissor Lift	Estimate 10 Hours	10.00	HR	75.00	HR	750.00
Signage Pole	Estimate 6	6.00	EA	75.00	EA	450.00
Signage/Banners	TBD	TBD	EA	TBD	EVT	TBD
Stanchion	TBD	TBD	EA	5.00	EA	TBD
Sweeper (In-House)	Estimate 30 Hours	30.00	HR	75.00	HR	2,250.00
Ticket Booth (Double Window)	Estimate 10	10.00	EA	100.00	EA	1,000.00
Tonnage Weight (40 Yard Dumpster)	Estimate 26 Tons	26.00	TON	82.00	TON	2,132.00
Tractor w/Operator	Estimate 4 Hours	4.00	HR	75.00	HR	300.00
Trussing Unit	Estimate 2	2.00	EA	100.00	EA	200.00
Umbrella w/Stand	Estimate 87	87.00	EA	15.00	EA	1,305.00
Water Truck (Includes Water)	Estimate 1 Hour	1.00	HR	80.00	HR	80.00
Wireless Internet Router	TBD	TBD	EA	75.00	EA	TBD
Yellow Bollard	Estimate 15	15.00	EA	15.00	EA	225.00
Total:						60,159.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Admissions/Parking Sales</u>						
Ticket Auditor	Estimate 13 Hours	13.00	HR	26.00	HR	338.00
<u>Event Operations</u>						
<u>Set Up</u>						
Grounds Attendant Lead	Estimate 16 Hours	16.00	HR	31.00	HR	496.00
Grounds Attendant	Estimate 80 Hours	80.00	HR	26.00	HR	2,080.00
Janitorial Attendant	Estimate 56 Hours	56.00	HR	26.00	HR	1,456.00
Electrician	Estimate 93 Hours	93.00	HR	65.00	HR	6,045.00
Plumber	Estimate 16 Hours	16.00	HR	65.00	HR	1,040.00

EXHIBIT A

Event Information

Event Day

Grounds Attendant Lead	09/16/2022 02:00PM - 11:00PM	1.00	EA	31.00	HR	279.00
Grounds Attendant	09/16/2022 02:00PM - 11:00PM	5.00	EA	26.00	HR	1,170.00
Janitorial Attendant Lead	09/16/2022 02:00PM - 12:00AM	1.00	EA	31.00	HR	310.00
Janitorial Attendant	09/16/2022 02:00PM - 12:00AM	26.00	EA	26.00	HR	6,760.00
Electrician	09/16/2022 03:00PM - 10:00PM	1.00	EA	65.00	HR	455.00
Plumber	09/16/2022 03:00PM - 10:00PM	1.00	EA	65.00	HR	455.00
Grounds Attendant Lead	09/17/2022 08:00AM - 11:00PM	1.00	EA	31.00	HR	465.00
Grounds Attendant	09/17/2022 08:00AM - 08:00PM	7.00	EA	26.00	HR	2,184.00
Janitorial Attendant Lead	09/17/2022 08:00AM - 09:00PM	1.00	EA	31.00	HR	403.00
Janitorial Attendant	09/17/2022 08:00AM - 09:00PM	26.00	EA	26.00	HR	8,788.00
Electrician	09/17/2022 08:00AM - 07:00PM	1.00	EA	65.00	HR	715.00
Plumber	09/17/2022 08:00AM - 07:00PM	1.00	EA	65.00	HR	715.00
Grounds Attendant Lead	09/18/2022 08:00AM - 05:00PM	1.00	EA	31.00	HR	279.00
Grounds Attendant	09/18/2022 08:00AM - 05:00PM	7.00	EA	26.00	HR	1,638.00
Janitorial Attendant Lead	09/18/2022 08:00AM - 05:00PM	1.00	EA	31.00	HR	279.00
Janitorial Attendant	09/18/2022 08:00AM - 05:00PM	26.00	EA	26.00	HR	6,084.00
Electrician	09/18/2022 08:00AM - 04:00PM	1.00	EA	65.00	HR	520.00
Plumber	09/18/2022 08:00AM - 04:00PM	1.00	EA	65.00	HR	520.00

Clean Up

Grounds Attendant Lead	Estimate 16 Hours	16.00	HR	31.00	HR	496.00
Grounds Attendant	Estimate 80 Hours	80.00	HR	26.00	HR	2,080.00
Janitorial Attendant	Estimate 40 Hours	40.00	HR	26.00	HR	1,040.00
Electrician	Estimate 71 Hours	71.00	HR	65.00	HR	4,615.00
Plumber	Estimate 16 Hours	16.00	HR	65.00	HR	1,040.00

Event Sales & Services

Event Coordinator	09/16/2022 03:00PM - 11:00PM	1.00	EA	51.50	HR	412.00
Event Coordinator	09/17/2022 08:00AM - 11:00PM	1.00	EA	51.50	HR	772.50
Event Coordinator	09/18/2022 08:00AM - 05:00PM	1.00	EA	51.50	HR	463.50

Parking

Set Up

Parking Attendant Lead	09/14/2022 06:00AM - 10:00PM	2.00	EA	31.00	HR	992.00
Parking Attendant	09/14/2022 06:00AM - 10:00PM	5.00	EA	26.00	HR	2,080.00
Parking Attendant Lead	09/15/2022 06:00AM - 05:00PM	2.00	EA	31.00	HR	682.00
Parking Attendant	09/15/2022 06:00AM - 05:00PM	5.00	EA	26.00	HR	1,430.00

Clean Up

Parking Attendant	09/18/2022 04:00PM - 06:00PM	4.00	EA	26.00	HR	208.00
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Safety & Security

Security Attendant Lead	09/15/2022 07:00AM - 09:00PM	1.00	EA	31.00	HR	434.00
Security Attendant	09/15/2022 07:00AM - 09:00PM	5.00	EA	26.00	HR	1,820.00
Security Attendant - Overnight	09/15/2022 09:00PM - 09:00AM	5.00	EA	26.00	HR	1,560.00
Security Attendant - Gap	09/16/2022 09:00AM - 02:00PM	6.00	EA	26.00	HR	780.00
Security Attendant Lead	09/16/2022 02:00PM - 11:00PM	1.00	EA	31.00	HR	279.00
Security Attendant	09/16/2022 02:00PM - 11:00PM	23.00	EA	26.00	HR	5,382.00

EXHIBIT A

Event Information						
Security Attendant - Overnight	09/16/2022 11:00PM - 07:00AM	5.00	EA	26.00	HR	1,040.00
Security Attendant Lead	09/17/2022 07:00AM - 08:00PM	1.00	EA	31.00	HR	403.00
Security Attendant	09/17/2022 07:00AM - 08:00PM	23.00	EA	26.00	HR	7,774.00
Security Attendant - Overnight	09/17/2022 08:00PM - 07:00AM	5.00	EA	26.00	HR	1,430.00
Security Attendant Lead	09/18/2022 07:00AM - 07:00PM	1.00	EA	31.00	HR	372.00
Security Attendant	09/18/2022 07:00AM - 07:00PM	23.00	EA	26.00	HR	7,176.00
Security Attendant - Overnight	09/18/2022 07:00PM - 08:00AM	4.00	EA	26.00	HR	1,352.00

Technology

Set Up

CAD Services	Estimate 16 Hours	16.00	HR	51.50	HR	824.00
Creative Services	TBD	TBD	HR	51.50	HR	TBD
Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00

Event Day

Technology Attendant	09/16/2022 04:00PM - 10:00PM	1.00	EA	51.50	HR	309.00
Technology Attendant	09/17/2022 09:00AM - 07:00PM	1.00	EA	51.50	HR	515.00
Technology Attendant	09/18/2022 09:00AM - 04:00PM	1.00	EA	51.50	HR	360.50

Outside Services

Costa Mesa Police Department	TBD	TBD	EA	TBD	EVT	TBD
Orange County Sheriff Services	09/16/2022 Estimate Only	1.00	EA	1,500.00	EVT	1,500.00
Orange County Sheriff Services	09/17/2022 Estimate Only	1.00	EA	2,500.00	EVT	2,500.00
Orange County Sheriff Services	09/18/2022 Estimate Only	1.00	EA	1,750.00	EVT	1,750.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	7.00	HR	263.00	HR	1,841.00
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	6,500.00	EVT	6,500.00

Insurance

S.E.L.I. Group Insurance	TBD	TBD	EA	TBD	EA/DAY	TBD
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Total: 105,786.50

Summary

Facility Rental Total	% of Gross
Facility Fees Advance	\$30,000.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$165,945.50
Refundable Deposit	\$10,000.00

Grand Total: \$205,945.50

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	06/13/2022	\$58,648.50
Second Payment	07/12/2022	\$58,648.50
Third Payment	08/12/2022	\$58,648.50
Fourth Payment*	09/15/2022	\$30,000.00
Final Payment**	09/23/2022	TBD
Total:		\$205,945.50

*Facility Fees Advance

**Final payment of Facility Fee TBD based on 2022 Gross Admissions Revenue.

EXHIBIT A

Event Information

ADMISSIONS REQUIREMENTS

Pre Event

On **Thursday - September 15, 2022** (prior to the Sand Sports Super Show opening day), OCFEC staff auditors shall receive an online ticket report for all presale and online ticket sales.

Event Days

On **Friday - September 16, 2022** through **Sunday - September 18, 2022**, OCFEC staff auditors shall receive a daily and event-to-date report at the conclusion of each event day.

Final cumulative report is to be submitted to OCFEC on **Sunday - September 18, 2022** at the conclusion of the event.

Facility Rental Fee

\$30,000 partial payment of Gross Admissions percentage-based Facility Fee is due no later than **Thursday - September 15, 2022**. Final payment of the Gross Admissions Facility Fee balance is due no later than **Friday - September 23, 2022**. Payment is to be submitted by Cashier's Check or Bank Wire.

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

BANNERS

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

CANS AND GLASS

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

DRONES

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

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

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT V

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

EXHIBIT A

Event Information

FACILITY RENTAL FEES & REIMBURSABLE EXPENSES

OCFEC shall receive the above specified \$30,000 of Gross Admissions Revenue in advance of event opening to cover partial Facility Rental Fees. Balance of OCFEC's Gross Admissions share will be collected at final settlement. All additional reimbursable expenses shall be itemized and deducted from the refundable deposit.

FUTURE TERMS

Future terms and agreements subject to change.

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

PEPSI BEVERAGES

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

RIGGING

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

SECURITY

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

RECYCLING / SB 1383

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

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

TEMPORARY STRUCTURES

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

TENT STAKING

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

FORM F-31

AGREEMENT NO. **R-093-22**

REVIEWED _____

DATE **April 22, 2022**

FAIRTIME

APPROVED _____

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

June 15 - 20, 2022

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

See Exhibit A

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

626 Night Market - OC

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

\$149,997.75

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

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

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

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

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

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

By: _____ Date: _____
Title: Jonny Hwang, Promoter

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

EXHIBIT A

Event Information			
Event Name:	626 Night Market - OC	Contract No:	R-093-22
Contact Person:	Jonny Hwang	Phone:	(626) 765-5066
Event Date:	06/17/2022 - 06/19/2022	Hours:	Friday: 4:00 PM - 11:00 PM Saturday: 1:00 PM - 11:00 PM Sunday: 1:00 PM - 11:00 PM
Admission Price:	\$5.00		

Vehicle Parking Fee:	\$10.00 General Parking	Projected Attendance:	35,000
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Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Wednesday			
½ Parking Lot G	06/15/2022 07:00 AM - 11:59 PM	Move In	525.00
Parking Lot I	06/15/2022 07:00 AM - 11:59 PM	Move In	1,050.00
Thursday			
½ Parking Lot G	06/16/2022 07:00 AM - 11:59 PM	Move In	525.00
Parking Lot I	06/16/2022 07:00 AM - 11:59 PM	Move In	1,050.00
Friday			
½ Parking Lot G	06/17/2022 04:00 PM - 11:00 PM	Event	1,050.00
Parking Lot I	06/17/2022 04:00 PM - 11:00 PM	Event	2,100.00
Saturday			
½ Parking Lot G	06/18/2022 01:00 PM - 11:00 PM	Event	1,050.00
Parking Lot I	06/18/2022 01:00 PM - 11:00 PM	Event	2,100.00
Sunday			
½ Parking Lot G	06/19/2022 01:00 PM - 11:00 PM	Event	1,050.00
Parking Lot I	06/19/2022 01:00 PM - 11:00 PM	Event	2,100.00
Monday			
½ Parking Lot G	06/20/2022 07:00 AM - 11:59 PM	Move Out	No Charge
Parking Lot I	06/20/2022 07:00 AM - 11:59 PM	Move Out	No Charge

Total: 12,600.00

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

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

Estimated Equipment Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
20 Amp Drop	Estimate 21	21.00 EA	25.00 EA	525.00
30 Amp Drop	Estimate 4	4.00 EA	50.00 EA	200.00
50 Amp Drop	TBD	TBD EA	70.00 EA	TBD
100 Amp Drop	Estimate 1	1.00 EA	180.00 EA	180.00
200 Amp Drop	Estimate 1	1.00 EA	360.00 EA	360.00
400 Amp Drop	Estimate 1	1.00 EA	720.00 EA	720.00
Barricade (Metal)	Estimate 18	18.00 EA	15.00 EA	270.00
Cable Ramp	Estimate 200	200.00 EA	15.00 EA	3,000.00
Concrete Base	TBD	TBD EA	75.00 EA	TBD
Electrical Splitter Box	Estimate 84	84.00 EA	55.00 EA	4,620.00
Forklift (40 Yard Dumpster)	Estimate 38 Hours	38.00 HR	75.00 HR	2,850.00
Forklift (Equipment)	Estimate 39 Hours	39.00 HR	75.00 HR	2,925.00
Forklift (Picnic Tables)	Estimate 24 Hours	24.00 HR	75.00 HR	1,800.00
Information Booth	TBD	TBD EA	150.00 EA	TBD
Man Lift	Estimate 3 Hours	3.00 HR	75.00 HR	225.00

EXHIBIT A

Event Information						
Marquee Board	05/23/2022 - 06/19/2022	4.00	WK	Included		Included
Picnic Table (Rectangular & Round)	Estimate 100	100.00	EA	15.00	EA	1,500.00
Portable Electronic Message Board	06/17/2022 - 06/19/2022	2.00	EA	75.00	EA/DAY	450.00
Sand Bag	TBD	TBD	EA	0.50	EA	TBD
Scissor Lift	TBD	TBD	HR	75.00	HR	TBD
Stanchion	Estimate 200	200.00	EA	5.00	EA	1,000.00
Straw Bale	TBD	TBD	EA	5.00	EA	TBD
Sweeper (In-House)	Estimate 12 Hours	12.00	HR	75.00	HR	900.00
Ticket Booth (Double Window)	Estimate 2	2.00	EA	100.00	EA	200.00
Umbrella w/Stand	TBD	TBD	EA	15.00	EA	TBD
Total:						21,725.00

Hard Cost

40 Yard Dumpster	Estimate 12	12.00	EA	216.00	EA	2,592.00
Dumpster	TBD	TBD	EA	19.00	EA	TBD
Electrical Usage Rate	Estimate Only	1.00	EA	2,500.00	EVT	2,500.00
Light Tower (<i>Outside Rental</i>)	Estimate 3	3.00	EA	400.00	EA	1,200.00
Propane & Diesel	TBD	TBD	GAL	5.00	GAL	TBD
Tonnage Weight (40 Yard Dumpster)	Estimate 31 Tons	31.00	TON	82.00	TON	2,542.00
Total:						8,834.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant Lead	Estimate 12 Hours	12.00	HR	31.00	HR	372.00
Grounds Attendant (Fence Panels)	Estimate 8 Hours	8.00	HR	26.00	HR	208.00
Grounds Attendant	Estimate 64 Hours	64.00	HR	26.00	HR	1,664.00
Janitorial Attendant	Estimate 34 Hours	34.00	HR	26.00	HR	884.00
Electrician	Estimate 50 Hours	50.00	HR	65.00	HR	3,250.00
Plumber	Estimate 11 Hours	11.00	HR	65.00	HR	715.00
Event Day						
Grounds Attendant Lead	06/17/2022 03:00PM - 01:00AM	1.00	EA	31.00	HR	310.00
Grounds Attendant	06/17/2022 07:00AM - 03:30PM	4.00	EA	26.00	HR	884.00
Grounds Attendant	06/17/2022 03:00PM - 01:00AM	8.00	EA	26.00	HR	2,080.00
Janitorial Attendant Lead	06/17/2022 02:00PM - 01:00AM	1.00	EA	31.00	HR	341.00
Janitorial Attendant	06/17/2022 02:00PM - 01:00AM	17.00	EA	26.00	HR	4,862.00
Janitorial Attendant	06/17/2022 06:00PM - 01:00AM	8.00	EA	26.00	HR	1,456.00
Electrician	06/17/2022 03:00PM - 01:00AM	1.00	EA	65.00	HR	650.00
Plumber	Estimate 4 Hours	4.00	HR	65.00	HR	260.00
Grounds Attendant Lead	06/18/2022 12:00PM - 01:00AM	1.00	EA	31.00	HR	403.00
Grounds Attendant	06/18/2022 07:00AM - 03:30PM	4.00	EA	26.00	HR	884.00
Grounds Attendant	06/18/2022 12:00PM - 01:00AM	8.00	EA	26.00	HR	2,704.00
Janitorial Attendant Lead	06/18/2022 12:00PM - 01:00AM	1.00	EA	31.00	HR	403.00
Janitorial Attendant	06/18/2022 12:00PM - 01:00AM	17.00	EA	26.00	HR	5,746.00
Janitorial Attendant	06/18/2022 06:00PM - 01:00AM	8.00	EA	26.00	HR	1,456.00
Electrician	06/18/2022 12:00PM - 01:00AM	1.00	EA	65.00	HR	845.00
Plumber	Estimate 4 Hours	4.00	HR	65.00	HR	260.00

EXHIBIT A

Event Information						
Grounds Attendant Lead	06/19/2022 12:00PM - 01:00AM	1.00	EA	31.00	HR	403.00
Grounds Attendant	06/19/2022 07:00AM - 03:30PM	4.00	EA	26.00	HR	884.00
Grounds Attendant	06/19/2022 12:00PM - 01:00AM	8.00	EA	26.00	HR	2,704.00
Janitorial Attendant Lead	06/19/2022 12:00PM - 01:00AM	1.00	EA	31.00	HR	403.00
Janitorial Attendant	06/19/2022 12:00PM - 01:00AM	17.00	EA	26.00	HR	5,746.00
Janitorial Attendant	06/19/2022 06:00PM - 01:00AM	8.00	EA	26.00	HR	1,456.00
Electrician	06/19/2022 12:00PM - 01:00AM	1.00	EA	65.00	HR	845.00
Plumber	Estimate 4 Hours	4.00	HR	65.00	HR	260.00
Clean Up						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	31.00	HR	248.00
Grounds Attendant (Fence Panels)	Estimate 8 Hours	8.00	HR	26.00	HR	208.00
Grounds Attendant	Estimate 64 Hours	64.00	HR	26.00	HR	1,664.00
Janitorial Attendant	Estimate 24 Hours	24.00	HR	26.00	HR	624.00
Electrician	Estimate 47 Hours	47.00	HR	65.00	HR	3,055.00
Plumber	Estimate 11 Hours	11.00	HR	65.00	HR	715.00
<u>Event Sales & Services</u>						
Event Coordinator	06/17/2022 02:00PM - 11:30PM	1.00	EA	51.50	HR	489.25
Event Coordinator	06/18/2022 11:00AM - 11:30PM	1.00	EA	51.50	HR	643.75
Event Coordinator	06/19/2022 11:00AM - 11:30PM	1.00	EA	51.50	HR	643.75
<u>Parking</u>						
Parking Attendant Lead	Estimate 24 Hours	24.00	HR	31.00	HR	744.00
Parking Attendant	Estimate 54 Hours	54.00	HR	26.00	HR	1,404.00
<u>Safety & Security</u>						
Security Attendant - Overnight	06/16/2022 10:30PM - 09:30AM	2.00	EA	26.00	HR	572.00
Security Attendant Lead	06/17/2022 03:00PM - 11:30PM	1.00	EA	31.00	HR	263.50
Security Attendant	06/17/2022 03:00PM - 11:30PM	15.00	EA	26.00	HR	3,315.00
Security Attendant - Overnight	06/17/2022 10:30PM - 09:30AM	2.00	EA	26.00	HR	572.00
Security Attendant Lead	06/18/2022 12:00PM - 11:30PM	1.00	EA	31.00	HR	356.50
Security Attendant	06/18/2022 12:00PM - 11:30PM	15.00	EA	26.00	HR	4,485.00
Security Attendant - Overnight	06/18/2022 10:30PM - 09:30AM	2.00	EA	26.00	HR	572.00
Security Attendant Lead	06/19/2022 12:00PM - 11:30PM	1.00	EA	31.00	HR	356.50
Security Attendant	06/19/2022 12:00PM - 11:30PM	15.00	EA	26.00	HR	4,485.00
Security Attendant - Overnight	06/19/2022 10:30PM - 09:30AM	2.00	EA	26.00	HR	572.00
<u>Technology</u>						
Technology Attendant	TBD	TBD	HR	51.50	HR	TBD
<u>Outside Services</u>						
Costa Mesa Police Department	TBD	TBD	EA	TBD	EVT	TBD
Emergency Medical Services	06/17/2022 03:30PM - 11:30PM	3.00	EA	27.00	HR	648.00
Emergency Medical Services	06/18/2022 12:30PM - 11:30PM	3.00	EA	27.00	HR	891.00
Emergency Medical Services	06/19/2022 12:30PM - 11:30PM	3.00	EA	27.00	HR	891.00
Orange County Sheriff Services	06/17/2022 Estimate Only	1.00	EA	5,400.00	EVT	5,400.00
Orange County Sheriff Services	06/18/2022 Estimate Only	1.00	EA	7,700.00	EVT	7,700.00
Orange County Sheriff Services	06/19/2022 Estimate Only	1.00	EA	7,700.00	EVT	7,700.00
Sound Engineer	06/17/2022 - 06/19/2022	1.00	EA	800.00	EA/DAY	2,400.00

EXHIBIT A

Event Information						
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	5.00	HR	263.00	HR	1,315.00
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	4,000.00	EVT	4,000.00
Total:						100,271.25

Summary

Facility Rental Total	\$12,600.00
Facility Rental Discount*	(\$1,260.00)
Estimated Equipment Total (<i>Hard Cost</i>)	\$8,834.00
Estimated Equipment Total (<i>Soft Cost</i>)	\$21,725.00
Estimated Equipment Discount*	(\$2,172.50)
Estimated Reimbursable Personnel and Services Total	\$100,271.25
Refundable Deposit	\$10,000.00

*One-time ten percent (10%) discount applied to facility and soft equipment cost in consideration of OCFEC-required property usage needs.

Grand Total: \$149,997.75

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$149,997.75
Total:		\$149,997.75

Please Remit Payment in *Check or Credit Card Only*

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

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

BANNERS

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

EXHIBIT A

Event Information

CANS AND GLASS

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT V

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

FOOD & BEVERAGE VENDOR FEE – OC NIGHT MARKET

Incuplace, LLC agrees to pay \$150.00 per food vendor (per 10'x10' space) and \$100.00 per food truck to Spectra by no later than **Monday - June 6, 2022**. Spectra will sell and serve all alcohol beverages during this event. A complete food & beverage vendor list must be provided to Spectra with submittal of associated fees.

FUTURE TERMS

Future terms and agreements subject to change.

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

PEPSI BEVERAGES

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

RECYCLING / SB 1383

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

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

FORM F-31

REVIEWED _____

APPROVED _____

AGREEMENT NO. **R-100-22**

DATE **April 26, 2022**

FAIRTIME

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

June 23, 2022

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

See Exhibit A

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

California Connections Academy High School Graduation

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

\$39,002.75

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

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

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

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

**California Online Public Schools
33272 Valle Road
San Juan Capistrano, CA 92675**

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

By: _____ Date: _____
Title: **Richard Savage, Executive Director**

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

EXHIBIT A

Event Information

Event Name:	California Connections Academy High School Graduation	Contract No:	R-100-22
		Phone:	(626) 657-0367
Contact Person:	Marissa Solomon	Hours:	Doors: 9:00 AM
Event Date:	06/23/2022		Ceremony: 10:00 AM - 12:30 PM
Vehicle Parking Fee:	\$10.00 General Parking	Projected Attendance:	2,000

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Thursday			
Pacific Amphitheatre	06/23/2022 07:00 AM - 10:00 AM	Move In	No Charge
Pacific Amphitheatre	06/23/2022 09:00 AM - 12:30 PM	Event	9,200.00
Total:			9,200.00

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

Move out must be completed by 11:59 PM Thursday - June 23, 2022 to avoid additional charges.

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Barricade (Plastic)	Estimate 60	60.00 EA	15.00 EA	900.00
Chair (Individual)	Estimate 35	35.00 EA	2.50 EA	87.50
Dumpster	Estimate 3	3.00 EA	19.00 EA	57.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage Rate	Estimate Only	1.00 EA	600.00 EVT	600.00
Forklift	TBD	TBD HR	75.00 HR	TBD
Podium	Estimate 1	1.00 EA	25.00 EA	25.00
Portable Electronic Message Board	06/23/2022	2.00 EA	75.00 EA/DAY	150.00
Stanchion	Estimate 20	20.00 EA	5.00 EA	100.00
Sweeper (In-House)	Estimate 4 Hours	4.00 HR	75.00 HR	300.00
Total:				2,219.50

Reimbursable Personnel and Services Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Grounds Attendant	Estimate 24 Hours	24.00 HR	26.00 HR	624.00
Janitorial Attendant	Estimate 12 Hours	12.00 HR	26.00 HR	312.00
Electrician	TBD	TBD HR	65.00 HR	TBD
Event Day				
Grounds Attendant Lead	06/23/2022 08:00AM - 01:30PM	1.00 EA	31.00 HR	170.50
Grounds Attendant	06/23/2022 08:00AM - 01:30PM	4.00 EA	26.00 HR	572.00
Janitorial Attendant Lead	06/23/2022 08:00AM - 01:30PM	1.00 EA	31.00 HR	170.50
Janitorial Attendant (<i>Backstage</i>)	06/23/2022 07:00AM - 01:30PM	1.00 EA	26.00 HR	169.00
Janitorial Attendant	06/23/2022 08:00AM - 01:30PM	8.00 EA	26.00 HR	1,144.00
Electrician	06/23/2022 08:00AM - 01:30PM	1.00 EA	65.00 HR	357.50
Clean Up				
Grounds Attendant Lead	Estimate 10 Hours	10.00 HR	31.00 HR	310.00
Grounds Attendant	Estimate 24 Hours	24.00 HR	26.00 HR	624.00
Janitorial Attendant	Estimate 20 Hours	20.00 HR	26.00 HR	520.00
Electrician	TBD	TBD HR	65.00 HR	TBD

EXHIBIT A

Event Information

Event Sales & Services

Event Coordinator	06/23/2022 08:00AM - 01:30PM	1.00	EA	51.50	HR	283.25
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Parking

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

Safety & Security

Security Attendant - Overnight	06/22/2022 04:00PM - 07:00AM	3.00	EA	26.00	HR	1,170.00
Security Attendant Lead	06/23/2022 08:00AM - 01:00PM	1.00	EA	31.00	HR	155.00
Security Attendant	06/23/2022 08:00AM - 01:00PM	15.00	EA	26.00	HR	1,950.00

Outside Services

Emergency Medical Services	06/23/2022 08:30AM - 01:00PM	2.00	EA	27.00	HR	243.00
Local 504 Union Costs	Estimate Only	1.00	EA	10,000.00	EVT	10,000.00
Rigging Setup and Teardown	Estimate Only	1.00	EA	1,000.00	EVT	1,000.00
Sound Engineer	06/23/2022	1.00	EA	800.00	EA/DAY	800.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	4,450.00	EVT	4,450.00

Total: 26,083.25

Summary

Facility Rental Total	\$9,200.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$28,302.75
Refundable Deposit	\$1,500.00

Grand Total: \$39,002.75

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$39,002.75
Total:		\$39,002.75

Please Remit Payment in *Check or Credit Card Only*

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

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

EXHIBIT A

Event Information

CANNABIS EVENTS

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

CANOPIES / TENTS

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT V

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

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

RECYCLING / SB 1383

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

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-101-22**

REVIEWED _____

DATE **April 15, 2022**

FAIRTIME

INTERIM **XX**

APPROVED _____

RENTAL AGREEMENT

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

WITNESSETH:

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

May 18 - 22, 2022

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

See Exhibit A

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

BMW Ride & Drive

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

\$16,492.50

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

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

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

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

The Activation Group
9663 Santa Monica Boulevard, Suite 1190
Beverly Hills, CA 90210

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

By: _____ Date: _____
Title: **Chris Morgan, Partner**

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

EXHIBIT A

Event Information			
Event Name:	BMW Ride & Drive	Contract No:	R-101-22
Contact Person:	Chris Morgan	Phone:	(805) 637-1429
Event Date:	05/19/2022 - 05/22/2022	Hours:	Daily: 9:00 AM - 4:00 PM

Admission Price: Private Event

Vehicle Parking Fee: Parking Buyout (*See Summary*) **Projected Attendance:** 240

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Wednesday			
Parking Lot H	05/18/2022 08:00 AM - 05:00 PM	Move In	1,050.00
Thursday			
Parking Lot H	05/19/2022 09:00 AM - 04:00 PM	Event	2,100.00
Friday			
Parking Lot H	05/20/2022 09:00 AM - 04:00 PM	Event	2,100.00
Saturday			
Parking Lot H	05/21/2022 09:00 AM - 04:00 PM	Event	2,100.00
Sunday			
Parking Lot H	05/22/2022 09:00 AM - 04:00 PM	Event	2,100.00
Total:			9,450.00

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

Move out must be completed by 11:59 PM Sunday - May 22, 2022 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
100 Amp Drop	TBD	TBD	EA	180.00	EA	TBD
Chair (Individual)	TBD	TBD	EA	2.50	EA	TBD
Dumpster	Estimate 3	3.00	EA	19.00	EA	57.00
Electrical Splitter Box	TBD	TBD	EA	55.00	EA	TBD
Electrical Usage Rate	Estimate Only	1.00	EA	250.00	EVT	250.00
Forklift	TBD	TBD	HR	75.00	HR	TBD
Sweeper (In-House)	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
Total:						532.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant	Estimate 6 Hours	6.00	HR	26.00	HR	156.00
Event Day						
Grounds Attendant	05/19/2022 Estimate 4 Hours	4.00	HR	26.00	HR	104.00
Grounds Attendant	05/20/2022 Estimate 4 Hours	4.00	HR	26.00	HR	104.00
Grounds Attendant	05/21/2022 Estimate 4 Hours	4.00	HR	26.00	HR	104.00
Grounds Attendant	05/22/2022 Estimate 4 Hours	4.00	HR	26.00	HR	104.00
Clean Up						
Grounds Attendant	Estimate 6 Hours	6.00	HR	26.00	HR	156.00

EXHIBIT A

Event Information

Event Sales & Services

Event Coordinator	05/19/2022 Estimate 4 Hours	4.00	HR	51.50	HR	206.00
Event Coordinator	05/20/2022 Estimate 4 Hours	4.00	HR	51.50	HR	206.00
Event Coordinator	05/21/2022 Estimate 4 Hours	4.00	HR	51.50	HR	206.00
Event Coordinator	05/22/2022 Estimate 4 Hours	4.00	HR	51.50	HR	206.00

Parking

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

Outside Services

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

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

Total: 2,610.50

Summary

Facility Rental Total	\$9,450.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$3,142.50
Parking Buyout (Based upon 240 vehicles at \$10.00 per vehicle)	\$2,400.00
Refundable Deposit	\$1,500.00

Grand Total: \$16,492.50

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$16,492.50
Total:		\$16,492.50

Please Remit Payment in *Check or Credit Card Only*

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

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

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

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

CANNABIS EVENTS

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EXHIBIT A

Event Information

CANOPIES / TENTS

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT V

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

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

RECYCLING / SB 1383

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

RENTER AGREES

That loud noises are not allowed on the property at any time due to the proximity of adjacent residential housing tracks, City Hall and City services. Such sound violations can be cause for termination of your event and removal from the premises.

That damage occurring in Parking Lot H and/or of OCFEC property will be itemized and invoiced.

To limit speeds to 40 MPH.

That parking lot usage will be conducted in a safe manner, with consideration of other activities taking place at the Event Center. To ensure safety within and around your event, the District (OCFEC) may, at the expense of Renter, construct a barrier around the perimeter of the driving portion of the event. Renter will be responsible for all further necessary precautions in and around the event.

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-104-22**

REVIEWED _____

DATE **April 29, 2022**

FAIRTIME

INTERIM **XX**

APPROVED _____

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Costa Mesa Fire & Rescue** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

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

May 3, 2022

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

See Exhibit A

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

Firefighter Entrapment Seminar Parking

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

Inter-agency Agreement

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

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

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

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

Costa Mesa Fire & Rescue
77 Fair Drive
Costa Mesa, CA 92626

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

By: _____ Date: _____
Title: Dan Stefano, Fire Chief

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

EXHIBIT A

Event Information			
Event Name:	Firefighter Entrapment Seminar Parking	Contract No:	R-104-22
Contact Person:	Taylor Voss	Phone:	(714) 754-5106
Event Date:	05/03/2022	Hours:	8:00 AM - 12:30 PM
Vehicle Parking Fee:	No Parking Fee	Projected Attendance:	60 Vehicles

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Tuesday			
Parking Lot B (Parking)	05/03/2022 08:00 AM - 12:30 PM	Event	0.00

Total: Inter-agency

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

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

Estimated Equipment, Personnel and Services Fees			
* No services needed at this time.			
Total:			0.00

Summary

Facility Rental Total (Parking Lot B Parking)	Inter-agency
Grand Total:	Inter-agency

Please Remit Payment in *Check Only*

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT V

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

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

EXHIBIT A

Event Information

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-105-22**

REVIEWED _____

DATE **April 22, 2022**

FAIRTIME

INTERIM **XX**

APPROVED _____

RENTAL AGREEMENT

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

WITNESSETH:

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

June 9 - 12, 2022

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

See Exhibit A

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

Triad Combat

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

\$30,176.00

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

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

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

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

Triller Fight Club LLC
2121 Avenue of Stars, #2320
Los Angeles, CA 90067

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

By: _____ Date: _____
Title: **Darren Traub, General Counsel**

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

EXHIBIT A

Event Information				
Event Name:	Triad Combat	Contract No:	R-105-22	
Contact Person:	Thorsten D. Meier	Phone:	(646) 361-2221	
Event Date:	06/11/2022	Hours:	Doors: 6:00 PM	Event: 7:00 PM - 10:00 PM

Admission Price:	TBD	Projected Attendance:	1,200
Vehicle Parking Fee:	\$10.00 General Parking		

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Thursday			
The Hangar	06/09/2022 08:00 AM - 11:59 PM	Move In	1,900.00
Friday			
The Hangar	06/10/2022 08:00 AM - 11:59 PM	Move In	1,900.00
Saturday			
Anaheim Building (#16)	06/11/2022 06:00 PM - 10:00 PM	Event	2,500.00
The Hangar	06/11/2022 06:00 PM - 10:00 PM	Event	3,800.00
Sunday			
Anaheim Building (#16)	06/12/2022 06:00 AM - 11:59 AM	Move Out	No Charge
The Hangar	06/12/2022 06:00 AM - 11:59 AM	Move Out	No Charge
Total:			10,100.00

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

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

Estimated Equipment Fees					
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>	
100 Amp Drop	Estimate 2	2.00 EA	180.00 EA	360.00	
200 Amp Drop	TBD	TBD EA	360.00 EA	TBD	
Barricade (Metal)	Estimate 20	20.00 EA	15.00 EA	300.00	
Barricade (Plastic)	TBD	TBD EA	15.00 EA	TBD	
Bleacher (100 Seat Section)	TBD	TBD EA	250.00 EA	TBD	
Cable Ramp	TBD	TBD EA	15.00 EA	TBD	
Chair (Tied)	Estimate 850	850.00 EA	2.50 EA	2,125.00	
Chair (Individual)	Estimate 190	190.00 EA	2.50 EA	475.00	
Dumpster	Estimate 6	6.00 EA	19.00 EA	114.00	
Electrical Splitter Box	Estimate 1	1.00 EA	55.00 EA	55.00	
Electrical Usage Rate	Estimate Only	1.00 EA	500.00 EVT	500.00	
Folding Table (Rectangular)	TBD	TBD EA	15.00 EA	TBD	
Forklift	Estimate 18 Hours	18.00 HR	75.00 HR	1,350.00	
Man Lift	Estimate 3 Hours	3.00 HR	75.00 HR	225.00	
Marquee Board	06/05/2022 - 06/11/2022	1.00 WK	Included	Included	
Portable Electronic Message Board	06/11/2022	2.00 EA	75.00 EA/DAY	150.00	
Projector and Screen	06/11/2022	1.00 EA	3,300.00 EA/DAY	3,300.00	
Scissor Lift	TBD	TBD HR	75.00 HR	TBD	
Stanchion	Estimate 40	40.00 EA	5.00 EA	200.00	
Sweeper (In-House)	Estimate 3 Hours	3.00 HR	75.00 HR	225.00	
Trussing Unit	TBD	TBD EA	100.00 EA	TBD	
Total:				9,379.00	

EXHIBIT A

Event Information						
Reimbursable Personnel and Services Fees						
Description	Date-Time	Units		Rate		Actual
<u>Event Operations</u>						
Set Up						
Grounds Attendant	Estimate 40 Hours	40.00	HR	26.00	HR	1,040.00
Janitorial Attendant	Estimate 16 Hours	16.00	HR	26.00	HR	416.00
Electrician	Estimate 2 Hours	2.00	HR	65.00	HR	130.00
Event Day						
Grounds Attendant Lead	06/11/2022 05:00PM - 11:00PM	1.00	EA	31.00	HR	186.00
Grounds Attendant	06/11/2022 05:00PM - 11:00PM	2.00	EA	26.00	HR	312.00
Janitorial Attendant	06/11/2022 05:00PM - 11:00PM	2.00	EA	26.00	HR	312.00
Electrician	06/11/2022 05:00PM - 11:00PM	1.00	EA	65.00	HR	390.00
Clean Up						
Grounds Attendant Lead	Estimate 5 Hours	5.00	HR	31.00	HR	155.00
Grounds Attendant	Estimate 40 Hours	40.00	HR	26.00	HR	1,040.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	26.00	HR	208.00
Electrician	Estimate 2 Hours	2.00	HR	65.00	HR	130.00
<u>Event Sales & Services</u>						
Event Coordinator	06/11/2022 05:00PM - 11:00PM	1.00	EA	51.50	HR	309.00
<u>Parking</u>						
Parking Attendant Lead	Estimate 8 Hours	8.00	HR	31.00	HR	248.00
Parking Attendant	Estimate 16 Hours	16.00	HR	26.00	HR	416.00
<u>Safety & Security</u>						
Security Attendant Lead	06/11/2022 05:00PM - 11:00PM	1.00	EA	31.00	HR	186.00
Security Attendant	06/11/2022 05:00PM - 11:00PM	8.00	EA	26.00	HR	1,248.00
<u>Technology</u>						
Technology Attendant	Estimate 1 Hour	1.00	HR	51.50	HR	51.50
<u>Outside Services</u>						
Orange County Sheriff Services	06/11/2022 Estimate Only	1.00	EA	1,800.00	EVT	1,800.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	225.00	EVT	225.00
Total:						9,197.00

Summary

Facility Rental Total	\$10,100.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$18,576.00
Refundable Deposit	\$1,500.00
Grand Total:	\$30,176.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	<i>Upon Signing</i>	\$15,088.00
Second Payment	05/09/2022	\$15,088.00
Total:		\$30,176.00

EXHIBIT A

Event Information

Please Remit Payment in *Check or Credit Card Only*

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

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

BANNERS

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT V

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

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

RECYCLING / SB 1383

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

EXHIBIT A

Event Information

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-106-22**

REVIEWED _____

DATE **April 21, 2022**

FAIRTIME

INTERIM **XX**

APPROVED _____

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **American Promotional Events, Inc. – West dba TNT Fireworks** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

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

June 24 - July 7, 2022

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

See Exhibit A

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

Retail Sales of Safe and Sane Fireworks - TNT Firework Stand

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

\$4,000.00

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

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

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

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

**American Promotional Events, Inc. – West
dba TNT Fireworks
555 North Gilbert Street
Fullerton, CA 92833**

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

By: _____ Date: _____
Title: Laura Lira, Director of Property

By: _____ Date: _____
Title: Joan Hamill, Chief Business Development Officer

EXHIBIT A

Event Information

Event Name:	Retail Sales of Safe and Sane Fireworks - TNT Firework Stand	Contract No:	R-106-22
Contact Person:	Laura Lira	Phone:	(714) 335-3733
Event Date:	06/30/2022 - 07/04/2022	Hours:	Thursday - Sunday: 10:00 AM - 10:00 PM Monday: 9:00 AM - 9:00 PM
Vehicle Parking Fee:	No Charge	Projected Attendance:	500

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Portion of Parking Lot E	06/24/2022 - 06/29/2022	Move In	Included
Portion (36%) of Parking Lot E	06/30/2022 - 07/04/2022	Event	3,735.00
Portion of Parking Lot E	07/05/2022 - 07/07/2022	Move Out	Included
Total:			3,735.00

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

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

Reimbursable Personnel and Services Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<u>Outside Services</u>				
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.00 HR	265.00 HR	265.00
Total:				265.00

Summary

Facility Rental Total	\$3,735.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$265.00
Grand Total:	\$4,000.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$4,000.00
Total:		\$4,000.00

Please Remit Payment in *Check Only*

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

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

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CANNABIS EVENTS

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EXHIBIT A

Event Information

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT V

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

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

RECYCLING / SB 1383

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

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STATE FIRE MARSHAL

Event footprint capacity will be determined by State Fire Marshal. American Promotional Events, Inc. - West dba TNT Fireworks must comply with all California State Fire Codes. If State Fire Marshal requires changes to event layout, American Promotional Events, Inc. - West dba TNT Fireworks must execute changes within the specified timeframe.

EXHIBIT A

Event Information

Event Name:	Retail Sales of Safe and Sane Fireworks - TNT Firework Stand	Contract No:	R-106-22
Contact Person:	Laura Lira	Phone:	(714) 335-3733
Event Date:	06/30/2022 - 07/04/2022	Hours:	Thursday - Sunday: 10:00 AM - 10:00 PM Monday: 9:00 AM - 9:00 PM
Vehicle Parking Fee:	No Charge	Projected Attendance:	500

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Portion of Parking Lot E	06/24/2022 - 06/29/2022	Move In	Included
Portion (36%) of Parking Lot E	06/30/2022 - 07/04/2022	Event	3,735.00
Portion of Parking Lot E	07/05/2022 - 07/07/2022	Move Out	Included
Total:			3,735.00

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

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

Reimbursable Personnel and Services Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<u>Outside Services</u>				
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.00 HR	265.00 HR	265.00
Total:				265.00

Summary

Facility Rental Total	\$3,735.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$265.00
Grand Total:	\$4,000.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$4,000.00
Total:		\$4,000.00

Please Remit Payment in *Check Only*

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

EXHIBIT A

Event Information

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT V

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

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

RECYCLING / SB 1383

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

SOUND ORDINANCE

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

STATE FIRE MARSHAL

Event footprint capacity will be determined by State Fire Marshal. American Promotional Events, Inc. - West dba TNT Fireworks must comply with all California State Fire Codes. If State Fire Marshal requires changes to event layout, American Promotional Events, Inc. - West dba TNT Fireworks must execute changes within the specified timeframe.

FORM F-31

REVIEWED _____

APPROVED _____

AGREEMENT NO. **R-109-22**

DATE **May 20, 2022**

FAIRTIME **XX**

INTERIM

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Vandermost Consulting Services, Inc. dba VCS Environmental** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

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

July 16, 2022

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

See Exhibit A

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

VCS Environmental Club OC

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

\$747.00

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

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

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

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

**Vandermost Consulting Services, Inc.
dba VCS Environmental
30900 Rancho Viejo Road, Suite 100
San Juan Capistrano, 92675**

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

By: _____ Date: _____
Title: Julie Beeman, President

By: _____ Date: _____
Title: Joan Hamill, Chief Business Development Officer

EXHIBIT A

Event Information			
Event Name:	VCS Environmental Club OC	Contract No:	R-109-22
Contact Person:	Julie Beeman	Phone:	(949) 289-3624
Event Date:	07/16/2022	Hours:	5:00 PM - 9:00 PM

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

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Saturday			
Club OC Plaza Pacifica West	07/16/2022 05:00 PM - 09:00 PM	Event	500.00
Note: Fair opens at 11:00 AM			Total: 500.00

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

Move out must be completed by 9:00 PM Saturday - July 16, 2022 to avoid additional charges.

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

Reimbursable Personnel and Services Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Post Event Clean Up				
Grounds Attendant	Estimate 2 Hours	2.00 HR	26.00 HR	52.00
Janitorial Attendant	Estimate 2 Hours	2.00 HR	26.00 HR	52.00
Insurance (see Exhibit D)				
Special Event Liability Insurance (S.E.L.I.)	07/16/2022	1.00 EA	105.00 EA/DAY	105.00
Total:				209.00

Summary		
Facility Rental Total		\$500.00
Estimated Equipment, Reimbursable Personnel and Services Total		\$247.00
Grand Total:		\$747.00

Payment Schedule		
<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	06/16/2022	\$747.00
Total:		\$747.00

Please Remit Payment in *Check or Credit Card Only*

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

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

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

EXHIBIT A

Event Information

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

EXHIBIT V

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

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

SOUND ORDINANCE

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

STATE FIRE MARSHAL

Event footprint capacity will be determined by State Fire Marshal. Vandermost Consulting Services, Inc dba VCS Environmental must comply with all California State Fire Codes. If State Fire Marshal requires changes to event layout, Vandermost Consulting Services, Inc dba VCS Environmental must execute changes within the specified timeframe.

FORM F-31

REVIEWED _____

APPROVED _____

AGREEMENT NO. **R-110-22**

DATE **May 20, 2022**

FAIRTIME **XX**

INTERIM

RENTAL AGREEMENT

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

WITNESSETH:

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

July 15, 2022

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

See Exhibit A

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

Birthday Party

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

\$702.00

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

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

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

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

Valerie Beu
511 Silvera Avenue
Long Beach, CA 90803

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

By: _____ Date: _____
Title: **Valerie Beu**

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

EXHIBIT A

Event Information			
Event Name:	Birthday Party	Contract No:	R-110-22
Contact Person:	Valerie Beu	Phone:	(310) 621-7191
Event Date:	07/15/2022	Hours:	11:00 AM - 3:00 PM

Admission Price:	Group Order purchased through Tandem		
Vehicle Parking Fee:	\$10.00 General Parking	Projected Attendance:	60

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday			
Club OC Plaza Pacifica West	07/15/2022 11:00 AM - 03:00 PM	Event	500.00
Note: Fair opens at 11:00 AM			Total: 500.00

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

Move out must be completed by 3:00 PM Friday - July 15, 2022 to avoid additional charges.

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

Reimbursable Personnel and Services Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Post Event Clean Up				
Grounds Attendant	Estimate 2 Hours	2.00 HR	26.00 HR	52.00
Janitorial Attendant	Estimate 2 Hours	2.00 HR	26.00 HR	52.00
Insurance (see Exhibit D)				
Special Event Liability Insurance (S.E.L.I.)	07/15/2022	1.00 EA	60.00 EA/DAY	60.00
Total:				164.00

Summary	
Facility Rental Total	\$500.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$202.00
Grand Total:	\$702.00

Payment Schedule		
<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	06/15/2022	\$702.00
Total:		\$702.00

Please Remit Payment in *Check or Credit Card Only*

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

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

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

EXHIBIT A

Event Information

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

EXHIBIT V

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

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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



R_____

A_____

**AMENDMENT TO IPSOS AUTOMOTIVE RESEARCH
(MAY 2022)**

DATE: April 12, 2022

RENTAL AGREEMENT: R-089-22

AMENDMENT #1

Except as herein amended, all other terms and conditions remain as previously agreed upon.

ADDITION TO EXHIBIT A: FACILITY RENTAL FEES

<u>Facility and/or Area Fees</u>	<u>Date Time</u>	<u>Activity</u>	<u>Actual</u>
Thursday			
½ The Courtyard	05/19/2022 07:00 AM - 10:00 PM	Move In	225.00
Friday			
½ The Courtyard	05/20/2022 05:00 PM - 08:30 PM	Event	450.00
Saturday			
½ The Courtyard	05/21/2022 07:00 AM - 08:30 PM	Event	450.00
Sunday			
½ The Courtyard	05/22/2022 07:00 AM - 08:30 PM	Event	450.00
Monday			
½ The Courtyard	05/23/2022 07:00 AM - 08:30 PM	Event	450.00
Tuesday			
½ The Courtyard	05/24/2022 07:00 AM - 04:00 PM	Event	450.00
Total:			2,475.00

Summary

Rental Agreement Facility Fee Total	\$19,800.00
Revised Amendment #1 Facility Fee Total	\$22,275.00
Revised Amendment #1 Estimated Equipment, Reimbursable Personnel and Services Total	\$15,009.50
Parking Buyout (<i>Based upon 400 vehicles at \$10.00 per vehicle, per day</i>)	\$4,000.00
Refundable Deposit	\$1,500.00
Grand Total:	\$42,784.50





Payment Schedule

Payment Schedule

First Payment

Second Payment

Due Date

Past Due

04/19/2022

Amount

\$20,154.75

\$22,629.75

Payment Total:

\$42,784.50

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

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

By _____ Date: _____

Title: Mark P. Campbell, V.P. & Treasurer

By _____ Date: _____

Title: Michele A. Richards, Chief Executive Officer



FORM F-31

AGREEMENT NO. **R-105-22 REVISED**

REVIEWED _____

DATE **April 26, 2022**

FAIRTIME

APPROVED _____

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

June 9 - 12, 2022

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

See Exhibit A

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

Triad Combat

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

\$30,176.00

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

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

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

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

Triller Fight Club LLC
2121 Avenue of Stars, #2320
Los Angeles, CA 90067

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

By: _____ Date: _____
Title: **Darren Traub, General Counsel**

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

EXHIBIT A

Event Information			
Event Name:	Triad Combat	Contract No:	R-105-22 REVISED
Contact Person:	Thorsten D. Meier	Phone:	(646) 361-2221
Event Date:	06/11/2022	Hours:	Doors: 6:00 PM
			Event: 7:00 PM - 10:00 PM

Admission Price:	TBD		
Vehicle Parking Fee:	\$10.00 General Parking	Projected Attendance:	1,200

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Thursday			
The Hangar	06/09/2022 08:00 AM - 11:59 PM	Move In	1,900.00
Friday			
The Hangar	06/10/2022 08:00 AM - 11:59 PM	Move In	1,900.00
Saturday			
Anaheim Building (#16)	06/11/2022 06:00 PM - 10:00 PM	Event	2,500.00
The Hangar	06/11/2022 06:00 PM - 10:00 PM	Event	3,800.00
Sunday			
Anaheim Building (#16)	06/12/2022 06:00 AM - 11:59 AM	Move Out	No Charge
The Hangar	06/12/2022 06:00 AM - 11:59 AM	Move Out	No Charge
Total:			10,100.00

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

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

Estimated Equipment Fees					
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>	
100 Amp Drop	Estimate 2	2.00 EA	180.00 EA	360.00	
200 Amp Drop	TBD	TBD EA	360.00 EA	TBD	
Barricade (Metal)	Estimate 20	20.00 EA	15.00 EA	300.00	
Barricade (Plastic)	TBD	TBD EA	15.00 EA	TBD	
Bleacher (100 Seat Section)	TBD	TBD EA	250.00 EA	TBD	
Cable Ramp	TBD	TBD EA	15.00 EA	TBD	
Chair (Tied)	Estimate 850	850.00 EA	2.50 EA	2,125.00	
Chair (Individual)	Estimate 190	190.00 EA	2.50 EA	475.00	
Dumpster	Estimate 6	6.00 EA	19.00 EA	114.00	
Electrical Splitter Box	Estimate 1	1.00 EA	55.00 EA	55.00	
Electrical Usage Rate	Estimate Only	1.00 EA	500.00 EVT	500.00	
Folding Table (Rectangular)	TBD	TBD EA	15.00 EA	TBD	
Forklift	Estimate 18 Hours	18.00 HR	75.00 HR	1,350.00	
Man Lift	Estimate 3 Hours	3.00 HR	75.00 HR	225.00	
Marquee Board	06/05/2022 - 06/11/2022	1.00 WK	Included	Included	
Portable Electronic Message Board	06/11/2022	2.00 EA	75.00 EA/DAY	150.00	
Projector and Screen	06/11/2022	1.00 EA	3,300.00 EA/DAY	3,300.00	
Scissor Lift	TBD	TBD HR	75.00 HR	TBD	
Stanchion	Estimate 40	40.00 EA	5.00 EA	200.00	
Sweeper (In-House)	Estimate 3 Hours	3.00 HR	75.00 HR	225.00	
Trussing Unit	TBD	TBD EA	100.00 EA	TBD	
Total:				9,379.00	

EXHIBIT A

Event Information						
Reimbursable Personnel and Services Fees						
Description	Date-Time	Units		Rate		Actual
<u>Event Operations</u>						
Set Up						
Grounds Attendant	Estimate 40 Hours	40.00	HR	26.00	HR	1,040.00
Janitorial Attendant	Estimate 16 Hours	16.00	HR	26.00	HR	416.00
Electrician	Estimate 2 Hours	2.00	HR	65.00	HR	130.00
Event Day						
Grounds Attendant Lead	06/11/2022 05:00PM - 11:00PM	1.00	EA	31.00	HR	186.00
Grounds Attendant	06/11/2022 05:00PM - 11:00PM	2.00	EA	26.00	HR	312.00
Janitorial Attendant	06/11/2022 05:00PM - 11:00PM	2.00	EA	26.00	HR	312.00
Electrician	06/11/2022 05:00PM - 11:00PM	1.00	EA	65.00	HR	390.00
Clean Up						
Grounds Attendant Lead	Estimate 5 Hours	5.00	HR	31.00	HR	155.00
Grounds Attendant	Estimate 40 Hours	40.00	HR	26.00	HR	1,040.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	26.00	HR	208.00
Electrician	Estimate 2 Hours	2.00	HR	65.00	HR	130.00
<u>Event Sales & Services</u>						
Event Coordinator	06/11/2022 05:00PM - 11:00PM	1.00	EA	51.50	HR	309.00
<u>Parking</u>						
Parking Attendant Lead	Estimate 8 Hours	8.00	HR	31.00	HR	248.00
Parking Attendant	Estimate 16 Hours	16.00	HR	26.00	HR	416.00
<u>Safety & Security</u>						
Security Attendant Lead	06/11/2022 05:00PM - 11:00PM	1.00	EA	31.00	HR	186.00
Security Attendant	06/11/2022 05:00PM - 11:00PM	8.00	EA	26.00	HR	1,248.00
<u>Technology</u>						
Technology Attendant	Estimate 1 Hour	1.00	HR	51.50	HR	51.50
<u>Outside Services</u>						
Orange County Sheriff Services	06/11/2022 Estimate Only	1.00	EA	1,800.00	EVT	1,800.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	225.00	EVT	225.00
Total:						9,197.00

Summary

Facility Rental Total	\$10,100.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$18,576.00
Refundable Deposit	\$1,500.00
Grand Total:	\$30,176.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	<i>Upon Signing</i>	\$15,088.00
Second Payment	05/09/2022	\$15,088.00
Total:		\$30,176.00

EXHIBIT A

Event Information

Please Remit Payment in *Check or Credit Card Only*

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

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

BANNERS

All banner locations and sizes must be reviewed and approved by OCFEC, such approval to not be unreasonably withheld. See OCFEC Signage Guide.

CANNABIS EVENTS

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

CANOPIES / TENTS

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT V

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

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

RECYCLING / SB 1383

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

EXHIBIT A

Event Information

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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