

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

CONTRACT #	CONTRACTOR	DESCRIPTION	LOCATION	TERM	SPACE SIZE	AMOUNT
22707	Spacetel Inc. / dba Cricket Wireless	Cricket Wireless Phones, Cases, Headphones/Pods, Chargers	Carnival of Products	7/1-8/19/2022	10' x 8'	\$8,050.00
22714	Encore Ginal, Inc.	Versha Paris: Hair Straighteners, Curling Irons, Hair Extensions, Shampoo, Conditioner and Hair Care Products	Carnival of Products	7/1-8/19/2022	16' x 10' (2), 10' x 8' (3), 10' x 10'	\$66,050.00
22729	Winning Ways, Inc.	Winning Ways Vacation Resorts - Lead Generating Only	Parade of Products	7/1-8/19/2022	10x15	\$15,000
22737	Automobile Club of Southern California	Insurance - Lead generating only.	Family Fair Way	7/1-8/19/2022	15' x 10'	\$15,050.00
22738	Titanium LLC	Residential Solar Solutions; Smart Home and Business Security Systems	Family Fair Way	7/1-8/19/2022	20' x 10'	\$20,000.00

REVIEWED _____
APPROVED _____

AGREEMENT NO. 22707
DATE June 3, 2022

**PLATINUM
RENTAL AGREEMENT**

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

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **CP #507** depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **7/1/2022 and ends on 8/19/2022 by 12:00 noon. MONDAYS & TUESDAYS DARK DURING FAIR.**
2. Renter shall guarantee the payment of any damage to Association property, removal of all Renter property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair.
5. The purpose of occupancy shall be limited to (see attached *Products and Services*), and shall be for no other purpose whatsoever.

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

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

Payment Schedule	Due Date	Amount
First Payment	6/10/2022	\$4,025.00
Final Payment	7/01/2022	\$4,025.00
*Payments postmarked after the due date will be subject to a late fee of \$100		Total: \$8,050.00

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

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

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

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

Joseph Alsayed
Spacetel Inc. dba Cricket Wireless®
932 W. Orangethorpe Avenue
Fullerton, CA 92832
Phone (901) 949-9100
Email motaz@spacetelinc.com

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

Signature

Signature

Title

Chief Business Development Officer
Title

Date

Date

RULES AND REGULATIONS GOVERNING RENTAL SPACE

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

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

Exhibit A

PRODUCTS AND OR SERVICES

Spacetel Inc. dba Cricket Wireless®

Location/Space: Carnival of Products #507

Agreement No: **22707**

Date: June 3, 2022

Cricket Wireless® Phones

Cases

Headphones/Pods

Chargers



EXHIBIT AA - DEAL POINTS

AGREEMENT NO. 22707

Renter:

Spacetel Inc. dba Cricket Wireless®
Seller's Permit Number: 212-499584
Taxpayer ID Number: 84-2898489
932 W. Orangethorpe Avenue
Fullerton, CA, 92832
(901) 949-9100
Joseph Alsayed, Owner

Space Description/Designation:

Carnival of Products – CP #507 (10' x 8') – See Exhibit D for map location

Space Fee:

\$8,000

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

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

Cricket Wireless® Phones, Cases, Headphones/Pods, Chargers

Renter Agrees:

1. To be a Platinum Partner from July 15, 2022 – August 14, 2022 at the 2022 annual OC Fair.
2. To provide payment in the sum of EIGHT THOUSAND DOLLARS (\$8,000.00) as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule is as outlined on the Rental Agreement. Payment in full must be received no later than July 1, 2022.
3. To gain pre-approval from the District for use of 2022 OC Fair marks and logos, and that all display elements, materials and concepts provided by Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter logo as outlined herein for inclusion in advertising and signage.
5. That staff members shall comply with all requirements as follows:
 - a. No staff member will promote Spacetel Inc. dba Cricket Wireless® outside of designated space(s).
 - i. To only sell the following services/products at the location(s) indicated below.
 1. Cricket Wireless® Phones, Cases, Headphones/Pods, Chargers (product/service); CP #507 (location)
 - b. Each individual assigned a Working Vendor Badge is responsible for obtaining his or her credential from the badging office during scheduled operating hours.
 - c. All working staff accessing the 2022 OC Fair by Working Vendor Badge or Courtesy Credentials are required to submit proper paperwork, including Megan's Law Screening(s) to Tandem by June 17, 2022. Credentials to be obtained prior to the start of the 2022 OC Fair.

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

District (OC Fair) Agrees:

- 1. To provide 80 square feet of space located in Carnival of Products (CP #507).
- 2. To provide ten (10) 2022 OC Fair Working Vendor Badges per booth for working staff (10 total photo credentials).
- 3. To provide forty-six (46) 2022 OC Fair Working Credentials per booth for working staff (46 total working credentials).
- 4. To provide ten (10) 2022 OC Fair ("offsite") Parking Hang Tags per booth for working staff (10 total hang tags).
- 5. To provide one (1) 2022 OC Fair Vendor Lot Parking Hang Tag.
- 6. To provide one hundred (100) 2022 OC Fair General Admission Tickets (To be used for business development purposes).
- 7. To provide twenty (20) tickets to the Pacific Amphitheatre concerts (Terrace Level), a maximum of ten (10) performances (pre-order deadlines and availability restrictions apply).
- 8. To provide one (1) 36" round, branded floor decal to display in front of booth(s) CP #507; decal to be designed, produced and installed by the District staff – logo to be provided by Renter.
- 9. To provide one (1) 4'x2' branded sign to display over booth(s) CP #507; signage to be designed, produced and installed by the District staff – logo to be provided by Renter.
- 10. To provide access to one (1) complimentary Wi-Fi connection or DSL line for staff use at booth(s) CP #507.
- 11. To provide link to Renter website on applicable section of the 2022 OC Fair website. Website or public contact info, vendor description and logo must be received no later than June 6, 2022 for inclusion.
- 12. To provide general Platinum Partner Program banner ad in two (2) applicable OC Fair eBlast email(s) sent to more than 500,000 subscribers with a link to a detailed Platinum Partners list on the 2022 OC Fair website.
- 13. To provide recognition on Platinum Partner slide(s) shown on the outdoor screens at The Hangar building during the 2022 OC Fair. Content must be received by Monday, June 6, 2022 for inclusion.

Spacetel Inc. dba Cricket Wireless®
932 W. Orangethorpe Avenue
Fullerton, CA, 92832

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

Joseph Alsayed, Owner

Joan Hamill, Chief Business Development Officer

REVIEWED _____
APPROVED _____

AGREEMENT NO. 22737
DATE May 26, 2022

PLATINUM RENTAL AGREEMENT

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

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **FFW #23** depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **7/1/2022 and ends on 8/19/2022 by 12:00 noon. MONDAYS & TUESDAYS DARK DURING FAIR.**
2. Renter shall guarantee the payment of any damage to Association property, removal of all Renter property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair.
5. The purpose of occupancy shall be limited to (see attached *Products and Services*), and shall be for no other purpose whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Family Fair Way	15' x 10'	Platinum Space	\$15,000.00
Vendor Application Fee			\$ 50.00

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

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	6/10/2022	\$7,525.00
Final Payment	7/01/2022	\$7,525.00
*Payments postmarked after the due date will be subject to a late fee of \$100		Total: \$15,050.00

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

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

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

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

Jeff Zacek
Automobile Club of Southern California
3333 Fairview Road
Costa Mesa, CA 92626
Phone (714) 885-2144
Email kumar.lena@aaa-calif.com

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

Signature

Signature

Title

Chief Business Development Officer

Title

Date

Date

RULES AND REGULATIONS GOVERNING RENTAL SPACE

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

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

Exhibit A

PRODUCTS AND OR SERVICES

Automobile of Southern California

Location/Space: Family Fair Way #23

Agreement No: **22737**

Date: May 26, 2022

Insurance:

Auto
Home
Boat
Umbrella
Life

ID Theft Member Sign-Ups

Roadside Assistance Membership

Lead Generating Only



EXHIBIT AA - DEAL POINTS

AGREEMENT NO. 22737

Renter:

Automobile Club of Southern California

Seller's Permit Number: N/A

Taxpayer ID Number: 95-0514585

3333 Fairview Road

Costa Mesa, CA 92626

(714) 885-2144

Jeff Zacek, VP of Marketing

Space Description/Designation:

Family Fair Way- FFW #23 (15' x 10') – See Exhibit D for map location

Space Fee:

\$15,000

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

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

Insurance: Auto, Home, Boat, Umbrella, Life; ID Theft Member Sign-Ups; Roadside Assistance Membership (Lead Generation Only)

Renter Agrees:

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

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

District (OC Fair) Agrees:

- 10. To provide 150 square feet of space located on Family Fair Way (FFW #23).
- 11. To provide one (1) 15' x 10' square foot canopy for space located on Family Fair Way (FFW #23).
- 12. To provide ten (10) 2022 OC Fair Working Vendor Badges per booth for working staff (10 total photo credentials).
- 13. To provide forty-six (46) 2022 OC Fair Working Credentials per booth for working staff (46 total working credentials).
- 14. To provide ten (10) 2022 OC Fair ("offsite") Parking Hang Tags per booth for working staff (10 total hang tags).
- 15. To provide one (1) 2022 OC Fair Vendor Lot Parking Hang Tag.
- 16. To provide one hundred (100) 2022 OC Fair General Admission Tickets (To be used for business development purposes).
- 17. To provide twenty (20) tickets to the Pacific Amphitheatre concerts (Terrace Level), a maximum of ten (10) performances (pre-order deadlines and availability restrictions apply).
- 18. To provide link to Renter website on applicable section of the 2022 OC Fair website. Website or public contact info, vendor description and logo must be received no later than June 6, 2022 for inclusion.
- 19. To provide general Platinum Partner Program banner ad in two (2) applicable OC Fair eBlast email(s) sent to more than 500,000 subscribers with a link to a detailed Platinum Partners list on the 2022 OC Fair website.
- 20. To provide recognition on Platinum Partner slide(s) shown on the outdoor screens at The Hangar building during the 2022 OC Fair. Content must be received by Monday, June 6, 2022 for inclusion.
- 21. That any use of Renter's name, logos, symbols, trademarks and/or service marks (collectively, "AUTO CLUB/AAA Names and Marks") by Association in a manner not contemplated by this Agreement shall require the prior written approval of Renter. AUTO CLUB/AAA Names and Marks are the property of Renter and/or the American Automobile Association ("AAA") and upon expiration or cancellation of this Agreement, Association agrees to immediately discontinue the use of AUTO CLUB/AAA Names and Marks in any manner whatsoever and to surrender any material, if any, containing AUTO CLUB/AAA Names and Marks to Renter or AAA. During the term of this Agreement, Association shall use the AUTO CLUB/AAA Names and Marks only in conformance with the specifications set forth by Renter and/or AAA from time to time. It is expressly agreed between the parties that Renter and/or AAA retain full ownership of the AUTO CLUB/AAA Names and Marks and registrations thereof.
- 22. That all advertising elements prepared by Association or its agents that contains the AUTO CLUB/AAA Names and Marks shall require Renter's prior written approval.

Automobile Club of Southern California
3333 Fairview Road
Costa Mesa, CA 92626

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

REVIEWED _____
APPROVED _____

AGREEMENT NO. 22714
DATE May 26, 2022

PLATINUM RENTAL AGREEMENT

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

1. Association hereby grants to the Renter the right to occupy the spaces(s) known as **CP #408, #508; CP #608, #708; CP #316; CP #524; CP #626; FP #306** depicted in Exhibit D, located on the Fairgrounds at **88 Fair Drive, Costa Mesa, CA 92626** ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement. The term of this Agreement begins on **7/1/2022** and ends on **8/19/2022** by **12:00 noon. MONDAYS & TUESDAYS DARK DURING FAIR.**
2. Renter shall guarantee the payment of any damage to Association property, removal of all Renter property and when vacating, return of Premises in the same condition in which Renter took possession. **The space number assigned to Renter under the Term of this Agreement is not guaranteed and space selection will be evaluated by Association on an annual basis.**
3. Personal vehicle space at the Fairgrounds is limited and Association does not guarantee space for Renter's personal vehicle at the Fairgrounds during the Term.
4. Renter shall participate in all special promotions scheduled during the OC Fair.
5. The purpose of occupancy shall be limited to (see attached *Products and Services*), and shall be for no other purpose whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Carnival of Products	16' x 10'	Platinum Corner	\$16,000.00
Carnival of Products	16' x 10'	Platinum Corner	\$16,000.00
Carnival of Products	10' x 8'	Platinum Corner	\$ 8,000.00
Carnival of Products	10' x 8'	Platinum Corner	\$ 8,000.00
Carnival of Products	10' x 8'	Platinum Corner	\$ 8,000.00
Festival of Products	10' x 10'	Platinum Corner	\$10,000.00
Vendor Application Fee			\$ 50.00

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

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	6/10/2022	\$33,025.00
Final Payment	7/01/2022	\$33,025.00
*Payments postmarked after the due date will be subject to a late fee of \$100		Total: \$66,050.00

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

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

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

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

Gino Tantekin
Encore Ginal, Inc.
655 Cardiff
Irvine, CA 92606
Phone (949) 293-0895
Email gino@ginalli.com

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

Signature

Signature

Title

General Manager and CEO

Title

Date

Date

RULES AND REGULATIONS GOVERNING RENTAL SPACE

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

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

Exhibit A

PRODUCTS AND OR SERVICES

Encore Ginal, Inc.

Agreement No: **22714**

Date: May 26, 2022

Location/Space: Carnival of Products #408, #508;
Carnival of Products #316

Versha Paris:

Hair Straighteners
Curling Irons
Hair Extensions
Shampoo
Conditioner
Hair Care Products

Location/Space: Carnival of Products #608, #708;
Carnival of Products #524
Festival of Products #306

Elevare LED Light Therapy Skin Tools
D'OR24K® Skincare Solutions

Location/Space: Carnival of Products #626

Wooden Cell Phone Cases
Case Chargers
Solar Chargers
Screen Protectors
Bluetooth Headphones



EXHIBIT AA - DEAL POINTS

AGREEMENT NO. 22714

Renter:

Encore Ginal, Inc.

Seller's Permit Number: 253-641472

Taxpayer ID Number: 45-3688096

655 Cardiff

Irvine, CA 92606

(949) 293-0895

Gino Tantekin, Owner

Space Description/Designation:

Carnival of Products – CP #408, #508 (16' x 10') – See Exhibit D for map location

Carnival of Products – CP #608, #708 (16' x 10') - See Exhibit D for map location

Carnival of Products – CP #316 (10' x 8') – See Exhibit D for map location

Carnival of Products – CP #524 (10' x 8') – See Exhibit D for map location

Carnival of Products – CP #626 (10' x 8') – See Exhibit D for map location

Festival of Products – FP #306 (10' x 10') – See Exhibit D for map location

Space Fee:

\$66,000

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

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

Versha Paris: Hair Straighteners, Curling Irons, Hair Extensions, Shampoo, Conditioner, Hair Care Products; Elevare LED Light Therapy Skin Tools and D'OR24K® Skincare Solutions; Wooden Cell Phone Cases, Case Chargers, Solar Chargers, Screen Protectors, Bluetooth Headphones

Renter Agrees:

1. To be a Platinum Partner from July 15, 2022 – August 14, 2022 at the 2022 annual OC Fair.
2. To provide payment in the sum of SIXTY-SIX THOUSAND DOLLARS (\$66,000.00) as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule is as outlined on the Rental Agreement. Payment in full must be received no later than July 1, 2022.
3. To gain pre-approval from the District for use of 2022 OC Fair marks and logos, and that all display elements, materials and concepts provided by Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter logo as outlined herein for inclusion in advertising and signage.
5. That staff members shall comply with all requirements as follows:
 - a. No staff member will promote Encore Ginal, Inc. outside of designated space(s).
 - i. To only sell the following services/products at the location(s) indicated below.
 1. Versha Paris: Hair Straighteners, Curling Irons, Hair Extensions, Shampoo, Conditioner, Hair Care Products (product/service); CP #408, #508; CP #316 (location)
 2. Elevare LED Light Therapy Skin Tools & D'OR24K® Skincare Solutions (product/service); CP #608, #708; CP #524; FP #306 (location)

3. Wooden Cell Phone Cases, Case Chargers, Solar Chargers, Screen Protectors, Bluetooth Headphones (product/service); CP #626 (location)
- b. Each individual assigned a Working Vendor Badge is responsible for obtaining his or her credential from the badging office during scheduled operating hours.
- c. All working staff accessing the 2022 OC Fair by Working Vendor Badge or Courtesy Credentials are required to submit proper paperwork, including Megan's Law Screening(s) to Tandem by June 17, 2022. Credentials to be obtained prior to the start of the 2022 OC Fair.
- d. Booth space(s) must be fully staffed by uniformed representatives by 10:30 AM and open to the public from 11:00 AM to at least 10:00 PM on each Wednesday and Thursday of the 2022 OC Fair dates, and open to the public from 11:00 AM to at least 11:00 PM on each Friday, Saturday and Sunday of the 2022 OC Fair dates.
6. To the understanding that mobile tours and other exhibitors may be located in close proximity to contractually designated space(s).
7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes and any other parameters as set forth by District staff prior to and during the term of this agreement.
8. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities, and to ensure display at all times within the parameters set forth by these organizations.
9. To provide Certificate of Insurance, fire safety training information, applicable certifications and permits, and to comply with all such requests as made by the District prior to, during and following the 2022 OC Fair.

District (OC Fair) Agrees:

1. To provide:
 - a. 160 square feet of space located in Carnival of Products (CP #408, #508).
 - b. 160 square feet of space located in Carnival of Products (CP #608, #708).
 - c. 80 square feet of space located in Carnival of Products (CP #316).
 - d. 80 square feet of space located in Carnival of Products (CP #524).
 - e. 80 square feet of space located in Carnival of Products (CP #626).
 - f. 100 square feet of space located in Festival of Products (FP #306).
2. To provide ten (10) 2022 OC Fair Working Vendor Badges per booth for working staff (60 total photo credentials).
3. To provide forty-six (46) 2022 OC Fair Working Credentials per booth for working staff (276 total working credentials).
4. To provide ten (10) 2022 OC Fair ("offsite") Parking Hang Tags per booth for working staff (60 total hang tags).
5. To provide one (1) 2022 OC Fair Vendor Lot Parking Hang Tag.
6. To provide one hundred (100) 2022 OC Fair General Admission Tickets (To be used for business development purposes).
7. To provide twenty (20) tickets to the Pacific Amphitheatre concerts (Terrace Level), a maximum of ten (10) performances (pre-order deadlines and availability restrictions apply).
8. To provide one (1) 36" round, branded floor decal to display in front of booth(s) CP #408, #508; CP #608, #708; CP #316; CP #524; CP #626; FP #306; and decal to be designed, produced and installed by District staff – logo to be provided by Renter.
9. To provide one (1) 4'x2' branded sign to display over booth(s) CP #408, #508; CP #608, #708; CP #316; CP #524; CP #626; FP #306; signage to be designed, produced and installed by District staff – logo to be provided by Renter.
10. To provide access to one (1) complimentary Wi-Fi connection or DSL line for staff use at booth(s) CP #408, #508; CP #608, #708; CP #316; CP #524; CP #626; FP #306.
11. To provide link to Renter website on applicable section of the 2022 OC Fair website. Website or public contact info, vendor description and logo must be received no later than June 6, 2022 for inclusion.
12. To provide general Platinum Partner Program banner ad in two (2) applicable OC Fair eBlast email(s) sent to more than 500,000 subscribers with a link to a detailed Platinum Partners list on the 2022 OC Fair website.
13. To provide recognition on Platinum Partner slide(s) shown on the outdoor screens at The Hangar building during the 2022 OC Fair. Content must be received by Monday, June 6, 2022 for inclusion.

Encore Ginal, Inc.
655 Cardiff
Irvine, CA 92606

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

Gino Tantekin, Owner

Michele A. Richards, General Manager and CEO

REVIEWED _____
APPROVED _____

AGREEMENT NO. 22729
DATE June 12, 2022

PLATINUM RENTAL AGREEMENT

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

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

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

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

Payment Schedule	Due Date	Amount
First Payment	6/17/2022	\$ 7,525.00
Final Payment	7/01/2022	\$ 7,525.00
*Payments postmarked after the due date will be subject to a late fee of \$100		Total: \$15,050.00

7. **Signed Rental Agreement, First Payment and Certificate of Insurance is due on or before June 17, 2022.**
8. Association shall have the right to monitor any and all sales activity as well as gain access to the Premises.
9. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants, employees and the Association's sales agency of record (currently Moor+South/Pier Management Co., LP, a Delaware Limited Partnership dba Tandem) from any and all claims, causes of action and suits accruing or resulting from any damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
10. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright or other intellectual property rights of any third party.
11. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter any licenses or permits issued to Renter or its employees.
12. It is mutually agreed that this Agreement or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.

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

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

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

Jake Haller
Winning Ways, Inc.
1212 El Camino Real, Suite H #622
San Bruno, CA 94066
Phone (407) 491-9781
Email jakehaller@icloud.com

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

Signature

Signature

Title

Chief Business Development Officer
Title

Date

Date

RULES AND REGULATIONS GOVERNING RENTAL SPACE

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

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

Exhibit A

PRODUCTS AND OR SERVICES

Winning Ways, Inc.

Location/Space: Parade of Products #9

Agreement No: **22729**

Date: June 12, 2022

Winning Ways Vacation Resorts

Lead Generating Only



EXHIBIT AA - DEAL POINTS

AGREEMENT NO. 22729

Renter:

Winning Ways, Inc.

Seller's Permit Number: N/A

Taxpayer ID Number: 27-4030157

1212 El Camino Real, Suite H #622

San Bruno CA 94066

(407) 491-9781

Jake Haller, Owner

Space Description/Designation:

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

Space Fee:

\$15,000

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

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

Winning Ways Vacation Resorts (Lead Generation Only)

Renter Agrees:

1. To be a Platinum Partner from July 15, 2022 – August 14, 2022 at the 2022 annual OC Fair.
2. To provide payment in the sum of FIFTEEN THOUSAND DOLLARS (\$15,000.00) as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule is as outlined on the Rental Agreement. Payment in full must be received no later than July 1, 2022.
3. To gain pre-approval from the District for use of 2022 OC Fair marks and logos, and that all display elements, materials and concepts provided by Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter logo as outlined herein for inclusion in advertising and signage.
5. That staff members shall comply with all requirements as follows:
 - a. No staff member will promote Winning Ways Inc. outside of designated space(s).
 - i. To provide lead generation only for the following services/products at the location(s) indicated below.
 1. Winning Ways Vacation Resorts (product/service); POP #9 (location)
 - b. Each individual assigned a Working Vendor Badge is responsible for obtaining his or her credential from the badging office during scheduled operating hours.
 - c. All working staff accessing the 2022 OC Fair by Working Vendor Badge or Courtesy Credentials are required to submit proper paperwork, including Megan's Law Screening(s) to Tandem by June 17, 2022. Credentials to be obtained prior to the start of the 2022 OC Fair.
 - d. Booth space(s) must be fully staffed by uniformed representatives by 10:30 AM and open to the public from 11:00 AM to at least 10:00 PM on each Wednesday and Thursday of the 2022 OC Fair dates, and open to the public from 11:00 AM to at least 11:00 PM on each Friday, Saturday and Sunday of the 2022 OC Fair dates.

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

District (OC Fair) Agrees:

1. To provide 150 square feet of space located in Parade of Products (POP #9).
2. To provide ten (10) 2022 OC Fair Working Vendor Badges per booth for working staff (10 total photo credentials).
3. To provide forty-six (46) 2022 OC Fair Working Credentials per booth for working staff (46 total working credentials).
4. To provide ten (10) 2022 OC Fair ("offsite") Parking Hang Tags per booth for working staff (10 total hang tags).
5. To provide one (1) 2022 OC Fair Vendor Lot Parking Hang Tag.
6. To provide one hundred (100) 2022 OC Fair General Admission Tickets (To be used for business development purposes).
7. To provide twenty (20) tickets to the Pacific Amphitheatre concerts (Terrace Level), a maximum of ten (10) performances (pre-order deadlines and availability restrictions apply).
8. To provide one (1) 36" round, branded floor decal to display in front of booth(s) POP #9; decal to be designed, produced and installed by District staff – logo to be provided by Renter.
9. To provide one (1) 4'x2' branded sign to display over booth(s) POP #9; signage to be designed, produced and installed by District staff – logo to be provided by Renter.
10. To provide access to one (1) complimentary Wi-Fi connection or DSL line for staff use at booth(s) POP #9.
11. To provide link to Renter website on applicable section of the 2022 OC Fair website.
12. To provide general Platinum Partner Program banner ad in two (2) applicable OC Fair eBlast email(s) sent to more than 500,000 subscribers with a link to a detailed Platinum Partners list on the 2022 OC Fair website.
13. To provide recognition on Platinum Partner slide(s) shown on the outdoor screens at The Hangar building during the 2022 OC Fair.

Winning Ways, Inc.
1212 El Camino Real, Suite H #622
San Bruno, CA 94066

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

Jake Haller, Owner

Joan Hamill, Chief Business Development Officer

REVIEWED _____
APPROVED _____

AGREEMENT NO. 22738
DATE June 12, 2022

PLATINUM RENTAL AGREEMENT

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

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

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Amount</u>
Family Fair Way	20' x 10'	Platinum Space	\$20,000.00
Vendor Application Fee			\$ 50.00

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

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	6/17/2022	\$10,025.00
Final Payment	7/01/2022	\$10,025.00
*Payments postmarked after the due date will be subject to a late fee of \$100		Total: \$20,050.00

7. **Signed Rental Agreement, First Payment and Certificate of Insurance are due on or before June 17, 2022.**
8. Association shall have the right to monitor any and all sales activity as well as gain access to the Premises.
9. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants, employees and the Association's sales agency of record (currently Moor+South/Pier Management Co., LP, a Delaware Limited Partnership dba Tandem) from any and all claims, causes of action and suits accruing or resulting from any damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
10. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright or other intellectual property rights of any third party.
11. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter any licenses or permits issued to Renter or its employees.
12. It is mutually agreed that this Agreement or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.

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

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

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

Chris Victor
 Titanium LLC
 10565 Civic Center Drive, Suite #160
 Rancho Cucamonga, CA 91730
 Phone (866) 479-0726
 Email lminenok@titanium

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

Signature

Signature

Title

Chief Business Development Officer
Title

Date

Date

RULES AND REGULATIONS GOVERNING RENTAL SPACE

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

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

Exhibit A

PRODUCTS AND OR SERVICES

Titanium LLC

Location/Space: Family Fair Way #7

Agreement No: **22738**

Date: June 12, 2022

Residential Solar Solutions
Smart Home and Business Security Systems

Lead Generating Only



EXHIBIT AA - DEAL POINTS

AGREEMENT NO. 22738

Renter:

Titanium LLC

Seller's Permit Number: N/A

Taxpayer ID Number: 46-1060282

10565 Civic Center Drive, Suite #160

Rancho Cucamonga, CA 91730

(866) 479-0726

Chris Victor, Owner

Space Description/Designation:

Family Fair Way – FFW #7 (20' x 10') – See Exhibit D for map location

Space Fee:

\$20,000

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

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

Residential Solar Solutions; Smart Home and Business Security Systems (Lead Generation Only)

Renter Agrees:

1. To be a Platinum Partner from July 15, 2022 – August 14, 2022 at the 2022 annual OC Fair.
2. To provide payment in the sum of TWENTY THOUSAND DOLLARS (\$20,000.00) as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule is as outlined on the Rental Agreement. Payment in full must be received no later than July 1, 2022.
3. To gain pre-approval from the District for use of 2022 OC Fair marks and logos, and that all display elements, materials and concepts provided by Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter logo as outlined herein for inclusion in advertising and signage.
5. That staff members shall comply with all requirements as follows:
 - a. No staff member will promote Titanium LLC outside of designated space(s).
 - i. To provide lead generation only for the following services/products at the location(s) indicated below.
 1. Residential Solar Solutions, Smart Home and Business Security Systems (product/service); FFW #7 (location)
 - b. Each individual assigned a Working Vendor Badge is responsible for obtaining his or her credential from the badging office during scheduled operating hours.
 - c. All working staff accessing the 2022 OC Fair by Working Vendor Badge or Courtesy Credentials are required to submit proper paperwork, including Megan's Law Screening(s) to Tandem by June 17, 2022. Credentials to be obtained prior to the start of the 2022 OC Fair.

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

District (OC Fair) Agrees:

- 1. To provide 200 square feet of space located on Family Fair Way (FFW #7).
- 2. To provide one (1) 20' x 10' square foot canopy for space located on Family Fair Way (FFW #7).
- 3. To provide ten (10) 2022 OC Fair Working Vendor Badges per booth for working staff (10 total photo credentials).
- 4. To provide forty-six (46) 2022 OC Fair Working Credentials per booth for working staff (46 total working credentials).
- 5. To provide ten (10) 2022 OC Fair ("offsite") Parking Hang Tags per booth for working staff (10 total hang tags).
- 6. To provide one (1) 2022 OC Fair Vendor Lot Parking Hang Tag.
- 7. To provide one hundred (100) 2022 OC Fair General Admission Tickets (To be used for business development purposes).
- 8. To provide twenty (20) tickets to the Pacific Amphitheatre concerts (Terrace Level), a maximum of ten (10) performances (pre-order deadlines and availability restrictions apply).
- 9. To provide link to Renter website on applicable section of the 2022 OC Fair website.
- 10. To provide general Platinum Partner Program banner ad in two (2) applicable OC Fair eBlast email(s) sent to more than 500,000 subscribers with a link to a detailed Platinum Partners list on the 2022 OC Fair website.
- 11. To provide recognition on Platinum Partner slide(s) shown on the outdoor screens at The Hangar building during the 2022 OC Fair.

Titanium LLC
10565 Civic Center Drive, Suite #160
Rancho Cucamonga, CA 91730

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

Chris Victor, Owner

Joan Hamill, Chief Business Development Officer