

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

1 of 2

NEW

CONTRACT #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-020-22	Englebrecht Promotions & Events	Fight Club OC	Competition/Tournament (COM)	The Hangar	10/26/22-10/27/22	15,901.25
R-028-22	Gem Faire, Inc.	Gem Faire	Consumer Show (CON)	Costa Mesa Building (#10), Main Mall, Santa Ana Pavilion (Parade of Products)	10/12/22-10/17/22	55,601.50
R-029-22	Gem Faire, Inc.	Gem Faire	Consumer Show (CON)	Costa Mesa Building (#10), Main Mall, Santa Ana Pavilion (Parade of Products)	11/30/22-12/05/22	55,601.50
R-107-22	Asian American Expo	Moon Festival 2022	Cultural Festival (CULTU)	Anaheim Building (#16), Costa Mesa Building (#10), Huntington Beach Building (#12), Los Alamitos Building (#14), Main Mall, Parking Lot I, The Hangar	08/31/22-09/05/22	142,478.00
R-108-22	Vanguard University	Vanguard Overflow Parking	Parking (PARK)	Parking Lot B	08/25/22-12/15/22	25,625.00
R-111-12	OCreate LLC	Maker Faire Orange County	Consumer Show (CON)	Anaheim Building (#16), Los Alamitos Building (#14), OC Promenade (Span)	09/09/22-09/11/22	30,621.00
R-112-22	Silver Ince Productions	OC Wine Fest	Festival (FST)	The Hangar	09/09/22-09/11/22	22,933.00
R-113-22	Orange County Wine Society	OCWS - Annual Business Meeting	Meeting/Seminar (MEE)	Baja Blues Restaurant	09/09/22-09/09/22	1,905.00
R-114-22	City of Costa Mesa	City of CM 4th of July Celebration	Festival (FST)	Parking Lot A (South)	07/02/22-07/04/22	17,210.00
R-115-22	Newport Mesa School District	NMUSD Open House & Graduation	Other (OTH)	Year Round Rentals	06/01/22-06/10/22	1,390.00
R-116-22	James R. Glidewell Dental Ceramics, Inc.	Glidewell Holiday Party	Party (PAR)	Costa Mesa Building (#10), Courtyard, Huntington Beach Building (#12), Santa Ana Pavilion (Parade of Products)	12/14/22-12/17/22	65,085.00
R-117-22	Kastl Amusements	Kastl Camping	Camping (RAL)	Campground	05/31/22-06/13/22	4,802.00
R-118-22	Aeries Software	Aeries Software Company Picnic	Party (PAR)	Club OC Plaza Pacifica West	07/23/22-07/23/22	747.00
R-119-22	SLD LLC	The Original O.C. Swap Meet	Consumer Show (CON)	Parking Lot D	09/10/22-09/10/22	9,515.50
R-120-22	SLD LLC	The Original O.C. Swap Meet	Consumer Show (CON)	Parking Lot D	10/08/22-10/08/22	9,515.50
R-121-22	SLD LLC	The Original O.C. Swap Meet	Consumer Show (CON)	Parking Lot D	10/29/22-10/29/22	9,515.50
R-123-22	Golden Star Technology, Inc.	Golden Star Technology, Inc.	Party (PAR)	Club OC Plaza Pacifica West	08/07/22	747.00
R-124-22	BHI - Bazz Houston International	BHI - Bazz Houston International Club OC	Party (PAR)	Club OC Plaza Pacifica West	07/30/22	747.00

OC FAIR & EVENT CENTER
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JUNE 2022

2 of 2

CONTRACT #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
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AMENDMENTS

CONTRACT #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-094-22 (Amend #1)	Herpetorama, Inc.	Repticon <i>Amended: Moved dates from June to August</i>	Consumer Show (CON)	Huntington Beach Building (#12)	08/26/22-08/29/22	22,774.50

FORM F-31

AGREEMENT NO. **R-020-22**

REVIEWED _____

DATE **May 13, 2022**

FAIRTIME

APPROVED _____

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

October 26 - 27, 2022

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

See Exhibit A

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

Fight Club OC

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

\$15,901.25

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

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

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

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

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

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

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

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

EXHIBIT A

Event Information				
Event Name:	Fight Club OC	Contract No:	R-020-22	
Contact Person:	Roy Englebrecht	Phone:	(949) 235-6155	
Event Date:	10/27/2022	Hours:	Happy Hour (Baja Blues):	5:30 PM - 6:30 PM
			Doors:	6:00 PM
Admission Price:	Adult: \$40.00 - \$80.00		Event:	7:00 PM - 10:00 PM
Vehicle Parking Fee:	\$10.00 General Parking	Projected Attendance:	1,200	

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Wednesday			
The Hangar	10/26/2022 06:00 AM - 11:59 PM	Move In	550.00
Thursday			
The Hangar	10/27/2022 05:30 PM - 10:00 PM	Event	2,150.00
Total:			2,700.00

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

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

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
25 MB Internet - Hard Line	10/27/2022	1.00	EA	250.00	EA/DAY	250.00
100 Amp Drop	Estimate 2	2.00	EA	180.00	EA	360.00
200 Amp Drop	As Needed Per Request	TBD	EA	360.00	EA	TBD
Barricade (Plastic)	Flat Rate (Delivery & Pick Up Only, No Set Up)	1.00	EA	200.00	FLAT	200.00
Bleacher (100 Seat Section)	Estimate 3	3.00	EA	200.00	EA	600.00
Cable Ramp	TBD	TBD	EA	15.00	EA	TBD
Chair (Individual)	Estimate 300	300.00	EA	1.00	EA	300.00
Chair (Tied)	Estimate 1,000	1,000.00	EA	2.00	EA	2,000.00
Dumpster	Estimate 6	6.00	EA	19.00	EA	114.00
Electrical Splitter Box	TBD	TBD	EA	55.00	EA	TBD
Electrical Usage Rate	Estimate Only	1.00	EA	200.00	EVT	200.00
Folding Table (Rectangular)	Estimate 2	2.00	EA	15.00	EA	30.00
Forklift	Estimate 6 Hours	6.00	HR	75.00	HR	450.00
Man Lift	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
Marquee Board	10/21/2022 - 10/27/2022	1.00	WK	Included		Included
Portable Electronic Message Board	10/27/2022	2.00	EA	75.00	EA/DAY	150.00
Projector and Screen	10/27/2022	1.00	EA	1,500.00	EA/DAY	1,500.00
Scissor Lift	Estimate 2 Hours	2.00	HR	75.00	HR	150.00
Stanchion	Estimate 40	40.00	EA	1.00	EA	40.00
Sweeper (In-House)	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
Trussing Unit	TBD	TBD	EA	100.00	EA	TBD
Wireless Internet Router	Estimate 2	2.00	EA	75.00	EA	150.00
Total:						6,944.00

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

EXHIBIT A

Event Information

Event Day

Grounds Attendant Lead	10/27/2022 05:30PM - 10:00PM	1.00	EA	31.00	HR	139.50
Grounds Attendant	10/27/2022 05:30PM - 10:00PM	2.00	EA	26.00	HR	234.00
Janitorial Attendant	10/27/2022 05:30PM - 10:00PM	2.00	EA	26.00	HR	234.00
Electrician	10/27/2022 05:30PM - 10:00PM	1.00	EA	65.00	HR	292.50

Clean Up

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

Event Sales & Services

Event Coordinator	10/27/2022 05:30PM - 10:00PM	1.00	EA	51.50	HR	231.75
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Parking

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

Security Attendant Lead	10/27/2022 06:15PM - 10:45PM	1.00	EA	31.00	HR	139.50
Security Attendant	10/27/2022 04:30PM - 09:00PM	2.00	EA	26.00	HR	234.00
Security Attendant	10/27/2022 06:15PM - 10:45PM	5.00	EA	26.00	HR	585.00

Technology

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

Emergency Medical Services	10/27/2022 05:00PM - 10:30PM	2.00	EA	27.00	HR	297.00
Orange County Sheriff Services	Estimate Only	1.00	EA	1,400.00	EVT	1,400.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	225.00	EVT	225.00

Total: 5,757.25

Summary

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

Grand Total: \$15,901.25

Payment Schedule

Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	10/12/2022	\$7,950.75
Second Payment	10/19/2022	\$7,950.50

Total: \$15,901.25

Please Remit Payment in *Check Only*

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

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

EXHIBIT A

Event Information

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

BOOKING PROTECTION

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

CANNABIS EVENTS

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

CHAIRS

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

COMPLIMENTARY PARKING PASSES

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT V

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

FUTURE TERMS

Future terms and agreements subject to change.

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

RECYCLING / SB 1383

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

EXHIBIT A

Event Information

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-028-22**

REVIEWED _____

DATE **May 20, 2022**

FAIRTIME

APPROVED _____

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

October 12 - 17, 2022

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

See Exhibit A

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

Gem Faire

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

\$55,601.50

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

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

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

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

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

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

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

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

EXHIBIT A

Event Information				
Event Name:	Gem Faire	Contract No:	R-028-22	
Contact Person:	Allen Van Volkinburgh	Phone:	(503) 252-8300	
Event Date:	10/14/2022 - 10/16/2022	Hours:	Friday Wholesale:	10:00 AM - 12:00 PM
			Friday:	12:00 PM - 6:00 PM
			Saturday:	10:00 AM - 6:00 PM
Admission Price:	Adult: \$7 weekend pass (discount coupon online)		Sunday:	10:00 AM - 5:00 PM
	Child: Under 12 Free			
Vehicle Parking Fee:	\$10.00 General Parking	Projected Attendance:	4,500	

Facility Rental Fees				
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>	
Wednesday				
Costa Mesa Building (#10)	10/12/2022 08:00 AM - 08:00 PM	Move In	2,300.00	
¼ Main Mall	10/12/2022 08:00 AM - 08:00 PM	Move In	225.00	
Santa Ana Pavilion (Parade of Products)	10/12/2022 08:00 AM - 08:00 PM	Move In	1,100.00	
Thursday				
Costa Mesa Building (#10)	10/13/2022 08:00 AM - 08:00 PM	Move In	2,300.00	
¼ Main Mall	10/13/2022 08:00 AM - 08:00 PM	Move In	225.00	
Santa Ana Pavilion (Parade of Products)	10/13/2022 08:00 AM - 08:00 PM	Move In	1,100.00	
Friday				
Costa Mesa Building (#10)	10/14/2022 10:00 AM - 06:00 PM	Event	4,600.00	
¼ Main Mall	10/14/2022 10:00 AM - 06:00 PM	Event	450.00	
Santa Ana Pavilion (Parade of Products)	10/14/2022 10:00 AM - 06:00 PM	Event	2,200.00	
Saturday				
Costa Mesa Building (#10)	10/15/2022 10:00 AM - 06:00 PM	Event	4,600.00	
¼ Main Mall	10/15/2022 10:00 AM - 06:00 PM	Event	450.00	
Santa Ana Pavilion (Parade of Products)	10/15/2022 10:00 AM - 06:00 PM	Event	2,200.00	
Sunday				
Costa Mesa Building (#10)	10/16/2022 10:00 AM - 05:00 PM	Event	4,600.00	
¼ Main Mall	10/16/2022 10:00 AM - 05:00 PM	Event	450.00	
Santa Ana Pavilion (Parade of Products)	10/16/2022 10:00 AM - 05:00 PM	Event	2,200.00	
Monday				
Costa Mesa Building (#10)	10/17/2022 08:00 AM - 12:00 PM	Move Out	No Charge	
¼ Main Mall	10/17/2022 08:00 AM - 12:00 PM	Move Out	No Charge	
Santa Ana Pavilion (Parade of Products)	10/17/2022 08:00 AM - 12:00 PM	Move Out	No Charge	
Total:			29,000.00	

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

Move out must be completed by 12:00 PM Monday - October 17, 2022 to avoid additional charges.

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

EXHIBIT A

Event Information						
Electrical Usage	Estimate Only	1.00	EA	3,300.00	EVT	3,300.00
Forklift	Estimate 7 Hours	7.00	HR	75.00	HR	525.00
Man Lift	Estimate 7 Hours	7.00	HR	75.00	HR	525.00
Marquee Board	09/19/2022 - 10/16/2022	4.00	WK	Included		Included
Portable Electronic Message Board	10/14/2022 - 10/16/2022	2.00	EA	75.00	EA/DAY	450.00
Public Address System (Per Building)	10/14/2022 - 10/16/2022	1.00	EA	75.00	EA/DAY	225.00
Scissor Lift	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
Sweeper (In-House)	Estimate 9 Hours	9.00	HR	75.00	HR	675.00
Ticket Booth (Double Window)	Estimate 1	1.00	EA	100.00	EA	100.00
Trussing Unit	Estimate 2	2.00	EA	100.00	EA	200.00
Umbrella w/Stand	TBD	TBD	EA	15.00	EA	TBD

Total: 9,547.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant	Estimate 8 Hours	8.00	HR	26.00	HR	208.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	26.00	HR	208.00
Electrician	Estimate 11 Hours	11.00	HR	65.00	HR	715.00
Event Day						
Grounds Attendant Lead	10/14/2022 09:00AM - 06:00PM	1.00	EA	31.00	HR	279.00
Grounds Attendant	10/14/2022 09:00AM - 06:00PM	2.00	EA	26.00	HR	468.00
Janitorial Attendant	10/14/2022 09:00AM - 06:00PM	2.00	EA	26.00	HR	468.00
Grounds Attendant Lead	10/15/2022 09:00AM - 06:00PM	1.00	EA	31.00	HR	279.00
Grounds Attendant	10/15/2022 09:00AM - 06:00PM	2.00	EA	26.00	HR	468.00
Janitorial Attendant	10/15/2022 09:00AM - 06:00PM	2.00	EA	26.00	HR	468.00
Grounds Attendant Lead	10/16/2022 09:00AM - 05:00PM	1.00	EA	31.00	HR	248.00
Grounds Attendant	10/16/2022 09:00AM - 05:00PM	2.00	EA	26.00	HR	416.00
Janitorial Attendant	10/16/2022 09:00AM - 05:00PM	2.00	EA	26.00	HR	416.00
Clean Up						
Grounds Attendant Lead	Estimate 5 Hours	5.00	HR	31.00	HR	155.00
Grounds Attendant	Estimate 15 Hours	15.00	HR	26.00	HR	390.00
Janitorial Attendant	Estimate 10 Hours	10.00	HR	26.00	HR	260.00
Electrician	Estimate 10 Hours	10.00	HR	65.00	HR	650.00
<u>Event Sales & Services</u>						
Event Coordinator	10/14/2022 09:00AM - 06:00PM	1.00	EA	51.50	HR	463.50
Event Coordinator	10/15/2022 09:00AM - 06:00PM	1.00	EA	51.50	HR	463.50
Event Coordinator	10/16/2022 09:00AM - 05:00PM	1.00	EA	51.50	HR	412.00
Parking						
Parking Attendant Lead	Estimate 9 Hours	9.00	HR	31.00	HR	279.00
Parking Attendant	Estimate 18 Hours	18.00	HR	26.00	HR	468.00
<u>Safety & Security</u>						
Security Attendant	10/13/2022 09:45AM - 06:00PM	4.00	EA	26.00	HR	858.00
Security Attendant - Overnight	10/13/2022 06:00PM - 07:00AM	2.00	EA	26.00	HR	676.00

EXHIBIT A

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

Summary

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

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	07/12/2022	\$18,534.00
Second Payment	08/12/2022	\$18,533.75
Third Payment	09/12/2022	\$18,533.75
Total:		\$55,601.50

Please Remit Payment in *Check Only*

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

EXHIBIT A

Event Information

CANNABIS EVENTS

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

CANOPIES / TENTS

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT V

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

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

RECYCLING / SB 1383

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

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-029-22**

REVIEWED _____

DATE **June 5, 2022**

FAIRTIME

INTERIM **XX**

APPROVED _____

RENTAL AGREEMENT

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

WITNESSETH:

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

November 30 - December 5, 2022

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

See Exhibit A

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

Gem Faire

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

\$55,601.50

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

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

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

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

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

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

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

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

EXHIBIT A

Event Information				
Event Name:	Gem Faire	Contract No:	R-029-22	
Contact Person:	Allen Van Volkinburgh	Phone:	(503) 252-8300	
Event Date:	12/02/2022 - 12/04/2022	Hours:	Friday Wholesale: 10:00 AM - 12:00 PM	
			Friday: 12:00 PM - 6:00 PM	
			Saturday: 10:00 AM - 6:00 PM	
Admission Price:	Adult: \$7 weekend pass (discount coupon online)		Sunday: 10:00 AM - 5:00 PM	
	Child: Under 12 Free			
Vehicle Parking Fee:	\$10.00 General Parking	Projected Attendance:	4,500	

Facility Rental Fees				
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>	
Wednesday				
Costa Mesa Building (#10)	11/30/2022 08:00 AM - 08:00 PM	Move In	2,300.00	
¼ Main Mall	11/30/2022 08:00 AM - 08:00 PM	Move In	225.00	
Santa Ana Pavilion (Parade of Products)	11/30/2022 08:00 AM - 08:00 PM	Move In	1,100.00	
Thursday				
Costa Mesa Building (#10)	12/01/2022 08:00 AM - 08:00 PM	Move In	2,300.00	
¼ Main Mall	12/01/2022 08:00 AM - 08:00 PM	Move In	225.00	
Santa Ana Pavilion (Parade of Products)	12/01/2022 08:00 AM - 08:00 PM	Move In	1,100.00	
Friday				
Costa Mesa Building (#10)	12/02/2022 10:00 AM - 06:00 PM	Event	4,600.00	
¼ Main Mall	12/02/2022 10:00 AM - 06:00 PM	Event	450.00	
Santa Ana Pavilion (Parade of Products)	12/02/2022 10:00 AM - 06:00 PM	Event	2,200.00	
Saturday				
Costa Mesa Building (#10)	12/03/2022 10:00 AM - 06:00 PM	Event	4,600.00	
¼ Main Mall	12/03/2022 10:00 AM - 06:00 PM	Event	450.00	
Santa Ana Pavilion (Parade of Products)	12/03/2022 10:00 AM - 06:00 PM	Event	2,200.00	
Sunday				
Costa Mesa Building (#10)	12/04/2022 10:00 AM - 05:00 PM	Event	4,600.00	
¼ Main Mall	12/04/2022 10:00 AM - 05:00 PM	Event	450.00	
Santa Ana Pavilion (Parade of Products)	12/04/2022 10:00 AM - 05:00 PM	Event	2,200.00	
Monday				
Costa Mesa Building (#10)	12/05/2022 08:00 AM - 12:00 PM	Move Out	No Charge	
¼ Main Mall	12/05/2022 08:00 AM - 12:00 PM	Move Out	No Charge	
Santa Ana Pavilion (Parade of Products)	12/05/2022 08:00 AM - 12:00 PM	Move Out	No Charge	

Total: 29,000.00

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

Move out must be completed by 12:00 PM Monday - December 5, 2022 to avoid additional charges.

Estimated Equipment Fees					
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>	
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Grand Total:	\$55,601.50

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	08/30/2022	\$18,534.00
Second Payment	09/30/2022	\$18,533.75
Third Payment	10/31/2022	\$18,533.75
Total:		\$55,601.50

Please Remit Payment in *Check Only*

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

EXHIBIT A

Event Information

CANNABIS EVENTS

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

CANOPIES / TENTS

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT V

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

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

RECYCLING / SB 1383

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

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

FORM F-31

REVIEWED _____

APPROVED _____

AGREEMENT NO. **R-107-22**

DATE **May 27, 2022**

FAIRTIME

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

August 31 - September 5, 2022

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

See Exhibit A

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

Moon Festival 2022

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

\$142,478.00

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

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

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

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

**Asian American Expo
3940 Rosemead Boulevard
Rosemead, CA 91770**

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

By: _____ Date: _____
Title: **Gorden Kao, Director**

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

EXHIBIT A

Event Information			
Event Name:	Moon Festival 2022	Contract No:	R-107-22
Contact Person:	Josephine Huang	Phone:	(626) 280-8588 x222
Event Date:	09/03/2022 - 09/04/2022	Hours:	Saturday & Sunday: 11:00 AM - 8:00 PM
Admission Price:	TBD		
Vehicle Parking Fee:	\$10.00 General Parking	Projected Attendance:	15,000
Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Wednesday			
Los Alamitos Building (#14)	08/31/2022 08:00 AM - 07:00 PM	Move In	1,600.00
Thursday			
Huntington Beach Building (#12)	09/01/2022 10:00 AM - 07:00 PM	Move In	1,800.00
Los Alamitos Building (#14)	09/01/2022 10:00 AM - 07:00 PM	Move In	1,600.00
Friday			
Anaheim Building (#16)	09/02/2022 10:00 AM - 07:00 PM	Move In	1,250.00
Costa Mesa Building (#10)	09/02/2022 10:00 AM - 07:00 PM	Move In	2,300.00
Huntington Beach Building (#12)	09/02/2022 10:00 AM - 07:00 PM	Move In	1,800.00
Los Alamitos Building (#14)	09/02/2022 10:00 AM - 07:00 PM	Move In	1,600.00
Main Mall	09/02/2022 10:00 AM - 07:00 PM	Move In	900.00
Parking Lot I	09/02/2022 10:00 AM - 07:00 PM	Move In	1,050.00
The Hangar	09/02/2022 10:00 AM - 07:00 PM	Move In	1,900.00
Saturday			
Anaheim Building (#16)	09/03/2022 11:00 AM - 08:00 PM	Event	2,500.00
Costa Mesa Building (#10)	09/03/2022 11:00 AM - 08:00 PM	Event	4,600.00
Huntington Beach Building (#12)	09/03/2022 11:00 AM - 08:00 PM	Event	3,600.00
Los Alamitos Building (#14)	09/03/2022 11:00 AM - 08:00 PM	Event	3,200.00
Main Mall	09/03/2022 11:00 AM - 08:00 PM	Event	1,800.00
Parking Lot I	09/03/2022 11:00 AM - 08:00 PM	Event	2,100.00
The Hangar	09/03/2022 11:00 AM - 08:00 PM	Event	3,800.00
Sunday			
Anaheim Building (#16)	09/04/2022 11:00 AM - 08:00 PM	Event	2,500.00
Costa Mesa Building (#10)	09/04/2022 11:00 AM - 08:00 PM	Event	4,600.00
Huntington Beach Building (#12)	09/04/2022 11:00 AM - 08:00 PM	Event	3,600.00
Los Alamitos Building (#14)	09/04/2022 11:00 AM - 08:00 PM	Event	3,200.00
Main Mall	09/04/2022 11:00 AM - 08:00 PM	Event	1,800.00
Parking Lot I	09/04/2022 11:00 AM - 08:00 PM	Event	2,100.00
The Hangar	09/04/2022 11:00 AM - 08:00 PM	Event	3,800.00
Monday			
Anaheim Building (#16)	09/05/2022 06:00 AM - 11:59 AM	Move Out	No Charge
Costa Mesa Building (#10)	09/05/2022 06:00 AM - 11:59 AM	Move Out	No Charge
Huntington Beach Building (#12)	09/05/2022 06:00 AM - 10:00 AM	Move Out	No Charge
Los Alamitos Building (#14)	09/05/2022 06:00 AM - 11:59 AM	Move Out	No Charge
Main Mall	09/05/2022 06:00 AM - 11:59 AM	Move Out	No Charge
Parking Lot I	09/05/2022 06:00 AM - 11:59 AM	Move Out	No Charge
The Hangar	09/05/2022 06:00 AM - 11:59 AM	Move Out	No Charge

Total: 59,000.00

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

Huntington Beach Building move out must be completed by 10:00 AM Monday - September 5, 2022 to avoid additional charges.
All facility move out must be completed by 11:59 AM Monday - September 5, 2022 to avoid additional charges.

EXHIBIT A

Event Information						
Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
20 Amp Drop	TBD	TBD	EA	25.00	EA	TBD
50 Amp Drop	Estimate 3	3.00	EA	70.00	EA	210.00
40 Yard Dumpster	Estimate 5	5.00	EA	216.00	EA	1,080.00
Audio Mixer	TBD	TBD	EA	35.00	EA	TBD
Barricade (Plastic)	TBD	TBD	EA	15.00	EA	TBD
Cable Ramp	Estimate 100	100.00	EA	15.00	EA	1,500.00
Cube Tower	TBD	TBD	EA	100.00	EA	TBD
Dumpster	TBD	TBD	EA	19.00	EA	TBD
Electrical Splitter Box	Estimate 50	50.00	EA	55.00	EA	2,750.00
Electrical Usage Rate	Estimate Only	1.00	EA	3,500.00	EVT	3,500.00
Forklift	Estimate 20 Hours	20.00	HR	75.00	HR	1,500.00
Forklift (40 Yard Dumpster)	Estimate 12 Hours	12.00	HR	75.00	HR	900.00
Gaffers Tape	TBD	TBD	EA	30.00	EA	TBD
Handwashing Station	TBD	TBD	EA	100.00	EA	TBD
Hang Tag - 2 Day	Estimate 150	150.00	EA	10.00	EA	1,500.00
Man Lift	Estimate 8 Hours	8.00	HR	75.00	HR	600.00
Marquee Board	08/08/2022 - 09/04/2022	4.00	WK	Included		Included
Picnic Table (Rectangular & Round)	Estimate 50	50.00	EA	15.00	EA	750.00
Portable Electronic Message Board	09/03/2022 - 09/04/2022	2.00	EA	75.00	EA/DAY	300.00
Public Address System (Per Building)	TBD	TBD	EA	75.00	EA/DAY	TBD
Stanchion	TBD	TBD	EA	5.00	EA	TBD
Straw Bale	TBD	TBD	EA	5.00	EA	TBD
Sweeper (In-House)	Estimate 16 Hours	16.00	HR	75.00	HR	1,200.00
Ticket Booth (Double Window)	Estimate 4	4.00	EA	100.00	EA	400.00
Tonnage Weight (40 Yard Dumpster)	Estimate 20 Tons	20.00	TON	82.00	TON	1,640.00
Trussing Unit	TBD	TBD	EA	100.00	EA	TBD
Water Truck (Includes Water)	TBD	TBD	HR	80.00	HR	TBD
Wind Master (Small)	TBD	TBD	EA	15.00	EA	TBD
Total:						17,830.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant Lead	Estimate 16 Hours	16.00	HR	31.00	HR	496.00
Grounds Attendant	Estimate 32 Hours	32.00	HR	26.00	HR	832.00
Janitorial Attendant	Estimate 24 Hours	24.00	HR	26.00	HR	624.00
Electrician	Estimate 10 Hours	10.00	HR	65.00	HR	650.00
Plumber	Estimate 10 Hours	10.00	HR	65.00	HR	650.00
Event Day						
Grounds Attendant Lead	09/03/2022 10:00AM - 09:00PM	1.00	EA	31.00	HR	341.00
Grounds Attendant	09/03/2022 10:00AM - 09:00PM	8.00	EA	26.00	HR	2,288.00
Janitorial Attendant Lead	09/03/2022 10:00AM - 09:00PM	1.00	EA	31.00	HR	341.00
Janitorial Attendant	09/03/2022 10:00AM - 09:00PM	20.00	EA	26.00	HR	5,720.00
Electrician	09/03/2022 10:00AM - 09:00PM	1.00	EA	65.00	HR	715.00
Plumber	TBD	TBD	EA	65.00	HR	TBD
Grounds Attendant Lead	09/04/2022 10:00AM - 09:00PM	1.00	EA	31.00	HR	341.00
Grounds Attendant	09/04/2022 10:00AM - 09:00PM	8.00	EA	26.00	HR	2,288.00
Janitorial Attendant Lead	09/04/2022 10:00AM - 09:00PM	1.00	EA	31.00	HR	341.00
Janitorial Attendant	09/04/2022 10:00AM - 09:00PM	20.00	EA	26.00	HR	5,720.00

Event Information

Summary

Facility Rental Total	\$59,000.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$78,478.00
Refundable Deposit	\$5,000.00
Grand Total:	\$142,478.00

EXHIBIT A

Event Information

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment (25% Facility Fee)	<i>Upon Signing</i>	\$14,750.00
Second Payment	06/30/2022	\$63,864.00
Third Payment	07/29/2022	\$63,864.00
Total:		\$142,478.00

Please Remit Payment in *Check or Credit Card Only*

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

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

BANNERS

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

CANS AND GLASS

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

DRONES

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

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

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT A

Event Information

EXHIBIT V

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

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

PEPSI BEVERAGES

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

RECYCLING / SB 1383

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

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-108-22**

DATE **May 19, 2022**

REVIEWED _____

FAIRTIME

INTERIM **XX**

APPROVED _____

RENTAL AGREEMENT

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

WITNESSETH:

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

August 25 - December 15, 2022

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

See Exhibit A

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

Vanguard University Overflow Parking

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

\$25,625.00

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

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

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

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

Vanguard University
55 Fair Drive
Costa Mesa, CA 92626

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

By _____ Date: _____
Title: Jeremy Moser, Vice President for
Finance/CFO

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

EXHIBIT "A"

Event Name: Vanguard University Overflow Parking
Contact Person: David Vasquez
Event Dates: 08/25/2022 - 12/15/2022

Contract No: R-108-22
Phone: (714) 966-5467
Hours: 7:00 AM - 5:30 PM Monday-Thursday
New Student Orientation Hours Only
August 25 - 26: 6:00 AM - 10:30 PM
August 27: 7:00 AM - 12:00 AM
August 28: 12:00 PM - 9:00 PM
Projected Attendance: 75 Vehicles Per Day

OCFEC AGREES TO PROVIDE:

- Two hundred (200) parking stalls in Parking Lot B, starting **August 25, 2022 through August 26, 2022.**
- Seventy-five (75) parking stalls in Parking Lot B, starting **August 27, 2022 through August 28, 2022.**
- Seventy-five (75) parking stalls in Parking Lot B, Monday through Thursday starting **August 29, 2022 through December 15, 2022.**

RENTER AGREES:

- To provide proof of insurance by no later than **August 15, 2022.**
- To notify the District (OCFEC) of any accident that takes place during parking lot usage. **The Safety and Security Department can be reached by phone at (714) 708-1588, 24 hours a day, or they can be located at the Safety and Security Office near Gate 5 off Arlington Drive between the hours of 6:00 AM - 12:00 Midnight.**
- That all vehicles will be removed from OCFEC property after each day.
- That loud noises are not allowed on the property at any time due to the proximity of adjacent residential housing tracks, City Hall and City services. Such sound violations can be cause for termination of Rental Agreement and removal from the premises.
- That damage occurring in the parking lot and/or of OCFEC property will be itemized and invoiced to Renter. Payment will be due prior to any new Vanguard University activity taking place at the OC Fair & Event Center.
- To limit vehicle speeds to no more than 10 MPH.
- That parking lot usage will be conducted in a safe manner, with consideration of other activities taking place at the OC Fair & Event Center. To ensure safety within and around your event, the District (OCFEC) may, at the expense of the Renter, construct a barrier around the perimeter of the driving portion of the event. Renter will be responsible for all further necessary precautions in and around the event.
- That all Vanguard University students and staff members parking on OCFEC property will be issued a Vanguard Parking Pass.
- That Renter will provide Vanguard University Security to monitor the parking lots to ensure parking pass compliance. Any Vanguard University vehicles parked without a proper parking pass will be cited.
- To pay \$5.00 per parking stall per day; seven (7) days in August, sixteen (16) days in September, seventeen (17) days in October, sixteen (16) days in November, and nine (9) days in December.

Payment Schedule:

Payment of \$25,625.00 is due on or before **July 25, 2022** for the period covering August through December.

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT V

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

OAVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

RECYCLING / SB 1383

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

SOUND ORDINANCE

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

STATE FIRE MARSHAL

Rental footprint capacity will be determined by State Fire Marshal. Vanguard University must comply with all California State Fire Codes. State Fire Marshal may require changes to the rental layout. If so, Vanguard University must execute changes within the specified time frame.

FORM F-31

AGREEMENT NO. **R-111-22**

REVIEWED _____

DATE **May 13, 2022**

FAIRTIME

APPROVED _____

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

September 9 - 11, 2022

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

See Exhibit A

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

Maker Faire Orange County

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

\$30,621.00

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

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

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

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

OCreate LLC
124 1038 E Bastanchury Road
Fullerton, CA 92835

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

By: _____ Date: _____
Title: **Ethan Coulter, CEO**

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

Event Information

Admission Price:	\$15.00		
Vehicle Parking Fee:	\$10.00 General Parking	Projected Attendance:	5,000

Facility Rental Fees

Total: 12.300.00

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

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
20 Amp Drop	TBD	TBD	EA	25.00	EA	TBD
50 Amp Drop	TBD	TBD	EA	70.00	EA	TBD
100 Amp Drop	TBD	TBD	EA	180.00	EA	TBD
Barricade (Plastic)	TBD	TBD	EA	15.00	EA	TBD
Bleacher (75 Seat Section)	Estimate 1	1.00	EA	200.00	EA	200.00
Chair (Individual)	TBD	TBD	EA	2.50	EA	TBD
Dumpster	Estimate 20	20.00	EA	19.00	EA	380.00
Electrical Splitter Box	Estimate 10	10.00	EA	55.00	EA	550.00
Electrical Usage Rate	Estimate Only	1.00	EA	1,500.00	EVT	1,500.00
Forklift	Estimate 4 Hours	4.00	HR	75.00	HR	300.00
Hang Tag - 1 Day	TBD	TBD	EA	5.00	EA	TBD
Man Lift	TBD	TBD	HR	75.00	HR	TBD
Marquee Board	09/04/2022 - 09/10/2022	1.00	WK	Included		Included
Picnic Table (Rectangular & Round)	Estimate 10	10.00	EA	15.00	EA	150.00
Portable Electronic Message Board	09/10/2022	2.00	EA	75.00	EA/DAY	150.00
Public Address System (Per Building)	TBD	TBD	EA	75.00	EA/DAY	TBD
Stanchion	TBD	TBD	EA	5.00	EA	TBD
Sweeper (In-House)	Estimate 8 Hours	8.00	HR	75.00	HR	600.00
Ticket Booth (Double Window)	TBD	TBD	EA	100.00	EA	TBD
Total:						3,830.00

EXHIBIT A

Event Information

Reimbursable Personnel and Services Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	31.00	HR	248.00
Grounds Attendant	Estimate 10 Hours	10.00	HR	26.00	HR	260.00
Janitorial Attendant	Estimate 16 Hours	16.00	HR	26.00	HR	416.00
Electrician	Estimate 6 Hours	6.00	HR	65.00	HR	390.00
Event Day						
Grounds Attendant Lead	09/10/2022 09:00AM - 09:00PM	1.00	EA	31.00	HR	372.00
Grounds Attendant	09/10/2022 09:00AM - 09:00PM	4.00	EA	26.00	HR	1,248.00
Janitorial Attendant	09/10/2022 09:00AM - 09:00PM	8.00	EA	26.00	HR	2,496.00
Electrician	09/10/2022 09:00AM - 09:00PM	1.00	EA	65.00	HR	780.00
Clean Up						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	31.00	HR	248.00
Grounds Attendant	Estimate 12 Hours	12.00	HR	26.00	HR	312.00
Janitorial Attendant	Estimate 12 Hours	12.00	HR	26.00	HR	312.00
Electrician	Estimate 6 Hours	6.00	HR	65.00	HR	390.00
<u>Event Sales & Services</u>						
Event Coordinator	09/10/2022 09:00AM - 09:00PM	1.00	EA	51.50	HR	618.00
<u>Parking</u>						
Parking Attendant Lead	Estimate 8 Hours	8.00	HR	31.00	HR	248.00
Parking Attendant	Estimate 16 Hours	16.00	HR	26.00	HR	416.00
<u>Safety & Security</u>						
Security Attendant Lead	09/10/2022 09:00AM - 08:30PM	1.00	EA	31.00	HR	356.50
Security Attendant	09/10/2022 09:00AM - 08:30PM	8.00	EA	26.00	HR	2,392.00
<u>Technology</u>						
Technology Attendant	TBD (Audio Configuration)	TBD	EA	100.00	EVT	TBD
<u>Outside Services</u>						
Emergency Medical Services	09/10/2022 09:30AM - 08:30PM	2.00	EA	27.00	HR	594.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50

Total: 12,491.00

Summary

Facility Rental Total	\$12,300.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$16,321.00
Refundable Deposit	\$2,000.00

Grand Total: \$30,621.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment (25% Facility Fee)	<i>Upon Signing</i>	\$3,075.00
Second Payment	07/08/2022	\$13,773.00
Third Payment	08/09/2022	\$13,773.00

Total: \$30,621.00

EXHIBIT A

Event Information

Please Remit Payment in *Check or Credit Card Only*

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

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

BANNERS

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT V

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

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

RECYCLING / SB 1383

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

EXHIBIT A

Event Information

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-112-22**

REVIEWED _____

DATE **May 19, 2022**

FAIRTIME

APPROVED _____

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

September 9 - 11, 2022

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

See Exhibit A

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

OC Wine Fest

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

\$22,933.00

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

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

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

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

Silver Ince Productions
21131 Via Canon
Yorba Linda, CA 92887

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

By: _____ Date: _____
Title: **Corey Silverman, Chief of Operations**

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

EXHIBIT A

Event Information				
Event Name:	OC Wine Fest	Contract No:	R-112-22	
Contact Person:	Corey Silverman	Phone:	(714) 865-4100	
Event Date:	09/10/2022 - 09/11/2022	Hours:	Saturday: 11:00 AM - 8:00 PM Sunday: 11:00 AM - 3:00 PM	

Admission Price:	\$70.00		
Vehicle Parking Fee:	\$10.00 General Parking	Projected Attendance:	1,800

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday			
The Hangar	09/09/2022 10:00 AM - 08:00 PM	Move In	1,900.00
Saturday			
The Hangar	09/10/2022 11:00 AM - 08:00 PM	Event	3,800.00
Sunday			
The Hangar	09/11/2022 11:00 AM - 03:00 PM	Event	3,800.00
Total:			9,500.00

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

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

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
50 Amp Drop	TBD	TBD	EA	70.00	EA	TBD
200 Amp Drop	TBD	TBD	EA	360.00	EA	TBD
Barricade (Plastic)	Estimate 19	19.00	EA	15.00	EA	285.00
Dumpster	Estimate 19	19.00	EA	19.00	EA	361.00
Electrical Splitter Box	TBD	TBD	EA	55.00	EA	TBD
Electrical Usage Rate	Estimate Only	1.00	EA	700.00	EVT	700.00
Forklift	Estimate 4 Hours	4.00	HR	75.00	HR	300.00
Hang Tag - 2 Day	TBD	TBD	EA	10.00	EA	TBD
Marquee Board	09/05/2022 - 09/11/2022	1.00	WK	Included		Included
Portable Electronic Message Board	09/10/2022 - 09/11/2022	2.00	EA	75.00	EA/DAY	300.00
Public Address System (Per Building)	TBD	TBD	EA	75.00	EA/DAY	TBD
Stanchion	Estimate 30	30.00	EA	5.00	EA	150.00
Sweeper (In-House)	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
Total:						2,321.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	31.00	HR	248.00
Grounds Attendant	Estimate 8 Hours	8.00	HR	26.00	HR	208.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	26.00	HR	208.00
Electrician	TBD	TBD	HR	65.00	HR	TBD
Event Day						
Grounds Attendant Lead	09/10/2022 10:00AM - 09:00PM	1.00	EA	31.00	HR	341.00
Grounds Attendant	09/10/2022 10:00AM - 09:00PM	1.00	EA	26.00	HR	286.00
Janitorial Attendant	09/10/2022 10:00AM - 09:00PM	3.00	EA	26.00	HR	858.00
Electrician	TBD	TBD	EA	65.00	HR	TBD

EXHIBIT A

Event Information						
Grounds Attendant Lead	09/11/2022 10:00AM - 04:00PM	1.00	EA	31.00	HR	186.00
Grounds Attendant	09/11/2022 10:00AM - 04:00PM	1.00	EA	26.00	HR	156.00
Janitorial Attendant	09/11/2022 10:00AM - 04:00PM	3.00	EA	26.00	HR	468.00
Electrician	TBD	TBD	EA	65.00	HR	TBD
Clean Up						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	31.00	HR	248.00
Grounds Attendant	Estimate 8 Hours	8.00	HR	26.00	HR	208.00
Janitorial Attendant	Estimate 12 Hours	12.00	HR	26.00	HR	312.00
Electrician	Estimate 1 Hour	1.00	HR	65.00	HR	65.00
<u>Event Sales & Services</u>						
Event Coordinator	09/10/2022 10:00AM - 09:00PM	1.00	EA	51.50	HR	566.50
Event Coordinator	09/11/2022 10:00AM - 04:00PM	1.00	EA	51.50	HR	309.00
<u>Parking</u>						
Parking Attendant Lead	Estimate 8 Hours	8.00	HR	31.00	HR	248.00
Parking Attendant	Estimate 16 Hours	16.00	HR	26.00	HR	416.00
<u>Safety & Security</u>						
Security Attendant Lead	09/10/2022 10:00AM - 08:30PM	1.00	EA	31.00	HR	325.50
Security Attendant	09/10/2022 10:00AM - 08:30PM	5.00	EA	26.00	HR	1,365.00
Security Attendant Lead	09/11/2022 10:00AM - 03:30PM	1.00	EA	31.00	HR	170.50
Security Attendant	09/11/2022 10:00AM - 03:30PM	5.00	EA	26.00	HR	715.00
<u>Technology</u>						
Technology Attendant	TBD (Audio Configuration Fee)	TBD	EA	100.00	EVT	TBD
<u>Outside Services</u>						
Emergency Medical Services	09/10/2022 10:30AM - 08:30PM	2.00	EA	27.00	HR	540.00
Emergency Medical Services	09/11/2022 10:30AM - 03:30PM	2.00	EA	27.00	HR	270.00
Orange County Sheriff Services	TBD	TBD	EA	TBD	EVT	TBD
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Total:						9,112.00

Summary

Facility Rental Total	\$9,500.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$11,433.00
Refundable Deposit	\$2,000.00
Grand Total:	\$22,933.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment (25% Facility Fee)	<i>Upon Signing</i>	\$2,375.00
Second Payment	07/08/2022	\$10,279.00
Third Payment	08/09/2022	\$10,279.00
Total:		\$22,933.00

Please Remit Payment in *Check or Credit Card Only*

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

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

EXHIBIT A

Event Information

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT V

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

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

RECYCLING / SB 1383

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

SOUND ORDINANCE

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

EXHIBIT A

Event Information

STATE FIRE MARSHAL

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

FORM F-31

REVIEWED _____

APPROVED _____

AGREEMENT NO. **R-113-22**

DATE **May 19, 2022**

FAIRTIME

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

September 9, 2022

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

See Exhibit A

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

OCWS - Annual Business Meeting

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

\$1,905.00

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

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

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

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

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

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

By:_____Date:_____
Title: Fran Gitsham, President

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

EXHIBIT A

Event Information			
Event Name:	OCWS - Annual Business Meeting	Contract No:	R-113-22
Contact Person:	Fran Gitsham	Phone:	(714) 287-9663
Event Date:	09/09/2022	Hours:	6:00 PM - 10:00 PM
Vehicle Parking Fee:	No Charge (Private Event)	Projected Attendance:	130

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday			
Baja Blues Restaurant	09/09/2022 06:00 PM - 10:00 PM	Event	1,000.00
Total:			1,000.00

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

Move out must be completed by 11:59 PM Friday - September 9, 2022 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
Chair (Individual)	Estimate 8	8.00	EA	2.50	EA	20.00
Dumpster	Estimate 1	1.00	EA	19.00	EA	19.00
Folding Table (Rectangular)	Estimate 2	2.00	EA	15.00	EA	30.00
Podium	Estimate 1	1.00	EA	25.00	EA	25.00
Portable PA System (w/ Wired Mic, Stand and 2 Speakers)	TBD	TBD	EA	150.00	EA/DAY	TBD
Public Address System (Per Building)	09/09/2022	1.00	EA	75.00	EA/DAY	75.00
Total:						169.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant	Estimate 2 Hours	2.00	HR	26.00	HR	52.00
Event Day						
Grounds Attendant Lead	09/09/2022 06:00PM - 10:00PM	1.00	EA	31.00	HR	124.00
Grounds Attendant	09/09/2022 06:00PM - 10:00PM	1.00	EA	26.00	HR	104.00
Clean Up						
Grounds Attendant	Estimate 2 Hours	2.00	HR	26.00	HR	52.00
Janitorial Attendant	Estimate 4 Hours	4.00	HR	26.00	HR	104.00
<u>Technology</u>						
Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00
Total:						536.00

Summary

Facility Rental Total	\$1,000.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$705.00
Refundable Deposit	\$200.00
Grand Total:	\$1,905.00

EXHIBIT A

Event Information

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	07/08/2022	\$952.50
Second Payment	08/09/2022	\$952.50
Total:		\$1,905.00

Please Remit Payment in *Check Only*

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT V

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

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

RECYCLING / SB 1383

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

EXHIBIT A

Event Information

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-114-22**

REVIEWED _____

DATE **June 1, 2022**

FAIRTIME

APPROVED _____

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

July 2 - 4, 2022

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

See Exhibit A

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

City of Costa Mesa 4th of July Celebration

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

\$17,210.00

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

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

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

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

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626

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

By: _____ Date: _____
Title: Lori Ann Farrell Harrison, City Manager

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

EXHIBIT A

Event Information			
Event Name:	City of Costa Mesa 4th of July Celebration	Contract No:	R-114-22
Contact Person:	Jason Minter	Phone:	(714) 754-5065
Event Date:	07/03/2022	Hours:	Sunday: 4:00 PM - 11:00 PM
Admission Price:	No Charge		
Vehicle Parking Fee:	\$10.00 General Parking	Projected Attendance:	3,000

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Saturday			
Parking Lot A (North)	07/02/2022 08:00 AM - 05:00 PM	Move In	1,050.00
Sunday			
Parking Lot A (North)	07/03/2022 04:00 PM - 11:00 PM	Event	2,100.00
Monday			
Parking Lot A (North)	07/04/2022 07:00 AM - 11:59 AM	Move Out	No Charge
Total:			3,150.00

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

Move out must be completed by 11:59 AM Monday - July 4, 2022 to avoid additional charges.

Estimated Equipment Fees					
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>	<u>Actual</u>
Barricade (Metal)	Estimate 100	100.00	EA	15.00 EA	1,500.00
Bench (Metal)	TBD	TBD	EA	15.00 EA	TBD
Cable Ramp	TBD	TBD	EA	15.00 EA	TBD
Chair (Individual)	TBD	TBD	EA	2.50 EA	TBD
Dumpster	Estimate 6	6.00	EA	19.00 EA	114.00
Electrical Splitter Box	TBD	TBD	EA	55.00 EA	TBD
Electrical Usage Rate	Estimate Only	1.00	EA	450.00 EVT	450.00
Forklift	Estimate 12 Hours	12.00	HR	75.00 HR	900.00
Marquee Board	06/27/2022 - 07/03/2022	1.00	WK	Included	Included
Picnic Table (Rectangular & Round)	Estimate 25	25.00	EA	15.00 EA	375.00
Portable Electronic Message Board	07/03/2022	2.00	EA	75.00 EA/DAY	150.00
Sweeper (In-House)	Estimate 2 Hours	2.00	HR	75.00 HR	150.00
Umbrella w/Stand	Estimate 25	25.00	EA	15.00 EA	375.00
Total:					4,014.00

Reimbursable Personnel and Services Fees					
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>	<u>Actual</u>
Event Operations					
Set Up					
Grounds Attendant	Estimate 16 Hours	16.00	HR	26.00 HR	416.00
Janitorial Attendant	Estimate 4 Hours	4.00	HR	26.00 HR	104.00
Electrician	TBD	TBD	HR	65.00 HR	TBD
Event Day					
Grounds Attendant Lead	07/03/2022 03:00PM - 12:00AM	1.00	EA	31.00 HR	279.00
Grounds Attendant	07/03/2022 03:00PM - 12:00AM	3.00	EA	26.00 HR	702.00
Janitorial Attendant	07/03/2022 03:00PM - 12:00AM	4.00	EA	26.00 HR	936.00
Electrician	07/03/2022 03:00PM - 12:00AM	1.00	EA	65.00 HR	585.00
Clean Up					
Grounds Attendant	Estimate 16 Hours	16.00	HR	26.00 HR	416.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	26.00 HR	208.00
Electrician	TBD	TBD	HR	65.00 HR	TBD

EXHIBIT A

Event Information

Event Sales & Services

Event Coordinator	07/03/2022 03:00PM - 12:00AM	1.00	EA	51.50	HR	463.50
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Parking

Parking Attendant Lead	Estimate 10 Hours	10.00	HR	31.00	HR	310.00
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Parking Attendant	Estimate 20 Hours	20.00	HR	26.00	HR	520.00
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Safety & Security

Security Attendant Lead	07/03/2022 03:00PM - 11:30PM	1.00	EA	31.00	HR	263.50
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Security Attendant	07/03/2022 03:00PM - 11:30PM	4.00	EA	26.00	HR	884.00
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Outside Services

Emergency Medical Services	07/03/2022 03:30PM - 11:30PM	2.00	EA	27.00	HR	432.00
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Sound Engineer	07/03/2022	1.00	EA	800.00	EA/DAY	800.00
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State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	4.00	HR	263.00	HR	1,052.00
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Trash Collection & Sweeping Services	Estimate Only	1.00	EA	675.00	EVT	675.00
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Total: 9,046.00

Summary

Facility Rental Total	\$3,150.00
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Estimated Equipment, Reimbursable Personnel and Services Total	\$13,060.00
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Refundable Deposit	\$1,000.00
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Grand Total: \$17,210.00

Payment Schedule

Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	<i>Upon Signing</i>	\$17,210.00

Total: \$17,210.00

Please Remit Payment in *Check Only*

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

ALCOHOL

Alcohol brought on the grounds by attendees or show personnel is strictly prohibited. The OCFEC Master Concessionaire shall only serve alcoholic beverages on OCFEC property.

EXHIBIT A

Event Information

CANNABIS EVENTS

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

CANOPIES / TENTS

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

DRONES

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

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

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT V

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

FIREWORKS

The parties shall mutually cooperate to obtain all necessary Fire Marshal and other permits and approvals for the deployment of fireworks during City of Costa Mesa 4th of July Celebration. The City of Costa Mesa will be responsible for applying for and obtaining permits. All related expenses will be paid for by the City of Costa Mesa.

Any and all fireworks displays must be conducted by a permitted/licensed pyrotechnician approved by OCFEC. Permits must be submitted to OCFEC as a condition of final approval. OCFEC may decide in its sole and absolute discretion to refuse to permit the use of fireworks at the event.

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

RECYCLING / SB 1383

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

EXHIBIT A

Event Information

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-115-22**

DATE **May 29, 2022**

REVIEWED _____

FAIRTIME

INTERIM **XX**

APPROVED _____

RENTAL AGREEMENT

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

WITNESSETH:

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

June 1, 2022 & June 10, 2022

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

See Exhibit A

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

NMUSD Open House & Graduation

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

\$1,390.00

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

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

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

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

**Newport Mesa School District
2985-A Bear Street
Costa Mesa, CA 92626**

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

By _____ Date: _____
**Title: Jon Geiszler, Director, Purchasing and
Warehouse**

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

EXHIBIT A

Event Information			
Event Name:	NMUSD Open House & Graduation	Contract No:	R-115-22
Contact Person:	Jon Geiszler	Phone:	(714) 424-5063
Event Date:	06/01/2022 & 06/10/2022		

Estimated Equipment Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Chair (Individual)	06/10/2022 Estimate 340	340.00 EA	2.50 EA	850.00
Forklift	TBD	TBD HR	75.00 HR	TBD
Total:				850.00

Reimbursable Personnel and Services Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<u>Parking</u>				
Parking Attendant Lead	06/01/2022 05:00PM - 09:00PM	1.00 EA	31.00 HR	124.00
Parking Attendant	06/01/2022 05:00PM - 09:00PM	4.00 EA	26.00 HR	416.00
Total:				540.00

Summary

Estimated Equipment, Reimbursable Personnel and Services Total	\$1,390.00
Grand Total:	\$1,390.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$1,390.00
Total:		\$1,390.00

Please Remit Payment in *Check Only*

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT A

Event Information

EXHIBIT V

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

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

RECYCLING / SB 1383

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

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-116-22**

REVIEWED _____

DATE **June 8, 2022**

FAIRTIME

APPROVED _____

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

December 14 - 17, 2022

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

See Exhibit A

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

Glidewell Holiday Party

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

\$65,203.00

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

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

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

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

James R. Glidewell Dental Ceramics, Inc.
4141 MacArthur Boulevard
Newport Beach, CA 92660

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

By: _____ Date: _____
Title: Glenn Sasaki, CFO

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

Event Information

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Wednesday			
Costa Mesa Building (#10)	12/14/2022 08:00 AM - 05:00 PM	Move In	2,300.00
Huntington Beach Building (#12)	12/14/2022 08:00 AM - 05:00 PM	Move In	1,800.00
Thursday			
Costa Mesa Building (#10)	12/15/2022 08:00 AM - 05:00 PM	Move In	2,300.00
Huntington Beach Building (#12)	12/15/2022 08:00 AM - 05:00 PM	Move In	1,800.00
Friday			
Costa Mesa Building (#10)	12/16/2022 05:00 PM - 10:30 PM	Event	4,600.00
Courtyard	12/16/2022 05:00 PM - 10:30 PM	Event	900.00
Huntington Beach Building (#12)	12/16/2022 05:00 PM - 10:30 PM	Event	3,600.00
Santa Ana Pavilion (Parade of Products)	12/16/2022 05:00 PM - 10:30 PM	Event	2,200.00
Saturday			
Costa Mesa Building (#10)	12/17/2022 06:00 AM - 11:59 PM	Move Out	2,300.00
Courtyard	12/17/2022 06:00 AM - 11:59 PM	Move Out	450.00
Huntington Beach Building (#12)	12/17/2022 06:00 AM - 11:59 PM	Move Out	1,800.00
Santa Ana Pavilion (Parade of Products)	12/17/2022 06:00 AM - 11:59 PM	Move Out	1,100.00

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

Estimated Equipment Fees

Total: 6,857.00

EXHIBIT A

Event Information						
Reimbursable Personnel Fees						
Description	Date-Time	Units		Rate		Actual
<u>Event Operations</u>						
Set Up						
Grounds Attendant Lead	Estimate 10 Hours	10.00	HR	31.00	HR	310.00
Grounds Attendant	Estimate 32 Hours	32.00	HR	26.00	HR	832.00
Janitorial Attendant	Estimate 22 Hours	22.00	HR	26.00	HR	572.00
Electrician	Estimate 6 Hours	6.00	HR	65.00	HR	390.00
Event Day						
Grounds Attendant Lead	12/16/2022 04:00PM - 11:30PM	1.00	EA	31.00	HR	232.50
Grounds Attendant	12/16/2022 04:00PM - 11:30PM	5.00	EA	26.00	HR	975.00
Janitorial Attendant Lead	12/16/2022 04:00PM - 11:30PM	1.00	EA	31.00	HR	232.50
Janitorial Attendant	12/16/2022 04:00PM - 11:30PM	10.00	EA	26.00	HR	1,950.00
Electrician	12/16/2022 04:00PM - 11:00PM	1.00	EA	65.00	HR	455.00
Clean Up						
Grounds Attendant Lead	Estimate 9 Hours	9.00	HR	31.00	HR	279.00
Grounds Attendant	Estimate 40 Hours	40.00	HR	26.00	HR	1,040.00
Janitorial Attendant	Estimate 12 Hours	12.00	HR	26.00	HR	312.00
Electrician	Estimate 6 Hours	6.00	HR	65.00	HR	390.00
<u>Event Sales & Services</u>						
Event Coordinator	12/16/2022 04:00PM - 11:30PM	1.00	EA	51.50	HR	386.25
<u>Parking</u>						
Parking Attendant Lead	Estimate 7 Hours	7.00	HR	31.00	HR	217.00
Parking Attendant	Estimate 25 Hours	25.00	HR	26.00	HR	650.00
<u>Safety & Security</u>						
Security Attendant Lead	12/16/2022 04:00PM - 11:00PM	1.00	EA	31.00	HR	217.00
Security Attendant (Parking Lot Patrol)	TBD	TBD	EA	26.00	HR	TBD
<u>Technology</u>						
Technology Attendant (Sound Monitor)	12/16/2022 04:00PM - 10:30PM	1.00	EA	51.50	HR	334.75
<u>Outside Services</u>						
Emergency Medical Services	12/16/2022 04:30PM - 11:00PM	3.00	EA	27.00	HR	526.50
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Total:						10,696.00

Summary

Facility Rental Total	\$25,150.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$17,553.00
Parking Buyout (<i>Based upon 2,000 vehicles at \$10.00 each; 2021 Actual = 2,306 Vehicles</i>)	\$20,000.00
Refundable Deposit	\$2,500.00
Grand Total:	\$65,203.00

EXHIBIT A

Event Information

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	08/15/2022	\$16,300.75
Second Payment	09/14/2022	\$16,300.75
Third Payment	10/14/2022	\$16,300.75
Fourth Payment	11/14/2022	\$16,300.75
Total:		\$65,203.00

Please Remit Payment in *Check Only*

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

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

BANNERS

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT V

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

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

EXHIBIT A

Event Information

RECYCLING / SB 1383

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

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-117-22**

DATE **May 27, 2022**

REVIEWED _____

FAIRTIME

INTERIM **XX**

APPROVED _____

RENTAL AGREEMENT

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

WITNESSETH:

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

May 31 - June 13, 2022

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

See Exhibit A

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

Kastl Camping

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

\$4,802.00

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

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

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

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

Kastl Amusements
23905 Clinton Keith Drive, Suite 114-520
Wildomar, CA 92595

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

By _____ Date: _____
Title: Kay Kastl, Owner

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

EXHIBIT A

Event Information				
Event Name:	Kastl Camping	Contract No:	R-117-22	
Contact Person:	Kay Kastl	Phone:	(951) 757-6607	
Event Date:	05/31/2022 - 06/13/2022	Hours:	12:00 AM - 11:59 PM Daily	
Camping and Parking Fee:	See Facility Rental Fees	Projected Attendance:	30	

Facility Rental Fees				
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Campground (Employee Bunkhouse/RV)	05/31/2022 - 06/13/2022 (13 Nights)	5.00 EA	45.00 EA/DAY	2,925.00
Total:				2,925.00

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

Move out must be completed by 11:59 AM Monday - June 13, 2022 to avoid additional charges.

Estimated Equipment Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
50 Amp Drop	TBD	TBD EA	70.00 EA	TBD
Dumpster	Estimate 15	15.00 EA	19.00 EA	285.00
Total:				285.00

Reimbursable Personnel and Services Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<u>Event Operations</u>				
<u>Set Up</u>				
Electrician	TBD	TBD HR	65.00 HR	TBD
<u>Event Day</u>				
Grounds Attendant	05/31/2022 - 06/13/2022 Estimate 1 Hour Per Day	1.00 HR	26.00 HR	364.00
Janitorial Attendant	05/31/2022 - 06/13/2022 Estimate 2 Hours Per Day	2.00 HR	26.00 HR	728.00
<u>Clean Up</u>				
Grounds Attendant	TBD	TBD HR	26.00 HR	TBD
Janitorial Attendant	TBD	TBD HR	26.00 HR	TBD
Electrician	TBD	TBD HR	65.00 HR	TBD
Total:				1,092.00

Summary

Facility Rental Total	\$2,925.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$1,377.00
Refundable Deposit	\$500.00

Grand Total: \$4,802.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$4,802.00
Total:		\$4,802.00

Please Remit Payment in *Check Only*

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

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

EXHIBIT A

Event Information

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT V

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

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

RECYCLING / SB 1383

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

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-118-22**

REVIEWED _____

DATE **May 27, 2022**

FAIRTIME **XX**

INTERIM

APPROVED _____

RENTAL AGREEMENT

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

WITNESSETH:

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

July 23, 2022

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

See Exhibit A

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

Aeries Software Company Picnic

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

\$747.00

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

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

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

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

Aeries Software
770 The City Drive South, Suite 6500
Orange, CA 92868

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

By: _____ Date: _____
Title: **Connie Castillo, Office Manager**

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

EXHIBIT A

Event Information			
Event Name:	Aeries Software Company Picnic	Contract No:	R-118-22
Contact Person:	Connie Castillo	Phone:	(714) 575-3665
Event Date:	07/23/2022	Hours:	11:00 AM - 3:00 PM

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

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Saturday			
Club OC Plaza Pacifica West	07/23/2022 11:00 AM - 03:00 PM	Event	500.00
Note: Fair opens at 11:00 AM			Total: 500.00

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

Move out must be completed by 3:00 PM Saturday - July 23 2022 to avoid additional charges.

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

Reimbursable Personnel and Services Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Post Event Clean Up				
Grounds Attendant	Estimate 2 Hours	2.00 HR	26.00 HR	52.00
Janitorial Attendant	Estimate 2 Hours	2.00 HR	26.00 HR	52.00
Insurance (see Exhibit D)				
Special Event Liability Insurance (S.E.L.I.)	07/23/2022	1.00 EA	105.00 EA/DAY	105.00
Total:				209.00

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

Payment Schedule		
<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	06/23/2022	\$747.00
Total:		\$747.00

Please Remit Payment in *Check or Credit Card Only*

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

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

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

EXHIBIT A

Event Information

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT V

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

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-119-22**

REVIEWED _____

DATE **June 2, 2022**

FAIRTIME

APPROVED _____

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

September 10, 2022

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

See Exhibit A

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

The Original O.C. Swap Meet

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

\$9,515.50

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

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

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

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

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

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

By: _____ Date: _____
Title: David Sesena, Promoter

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

EXHIBIT A

Event Information			
Event Name:	The Original O.C. Swap Meet	Contract No:	R-119-22
Contact Person:	David Sesena	Phone:	(949) 302-0355
Event Date:	09/10/2022	Hours:	9:00 AM - 3:00 PM
Admission Price:	Free Admission		
Vehicle Parking Fee:	\$10.00 General Parking	Projected Attendance:	3,500

Facility Rental Fees				
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>	
Saturday				
Parking Lot D	09/10/2022 06:00 AM - 09:00 AM	Move In	No Charge	
Parking Lot D	09/10/2022 09:00 AM - 03:00 PM	Event	2,100.00	
Parking Lot D	09/10/2022 03:00 PM - 07:00 PM	Move Out	No Charge	
Total:			2,100.00	

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

Move out must be completed by 7:00 PM Saturday - September 10, 2022 to avoid additional charges.

Estimated Equipment Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Barricade (Metal)	Estimate 20	20.00 EA	15.00 EA	300.00
Cable Ramp	Estimate 10	10.00 EA	15.00 EA	150.00
Dumpster	Estimate 10	10.00 EA	19.00 EA	190.00
Electrical Splitter Box	Estimate 1	1.00 EA	55.00 EA	55.00
Electrical Usage Rate	Estimate Only	1.00 EA	100.00 EVT	100.00
Forklift	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Hang Tag - 1 Day	TBD	TBD EA	5.00 EA	TBD
Marquee Board	09/04/2022 - 09/10/2022	1.00 WK	Included	Included
Picnic Table (Rectangular & Round)	TBD	TBD EA	15.00 EA	TBD
Portable Electronic Message Board	09/10/2022	2.00 EA	75.00 EA/DAY	150.00
Sweeper (In-House)	Estimate 4 Hours	4.00 HR	75.00 HR	300.00
Total:				1,395.00

Reimbursable Personnel and Services Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Grounds Attendant	Estimate 8 Hours	8.00 HR	26.00 HR	208.00
Electrician	Estimate 1 Hour	1.00 HR	65.00 HR	65.00
Plumber	TBD	TBD HR	65.00 HR	TBD
Event Day				
Grounds Attendant Lead	09/10/2022 06:00AM - 04:00PM	1.00 EA	31.00 HR	310.00
Grounds Attendant	09/10/2022 06:00AM - 04:00PM	1.00 EA	26.00 HR	260.00
Janitorial Attendant	09/10/2022 06:00AM - 04:00PM	2.00 EA	26.00 HR	520.00
Electrician	TBD	TBD EA	65.00 HR	TBD
Clean Up				
Grounds Attendant	Estimate 12 Hours	12.00 HR	26.00 HR	312.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	26.00 HR	104.00
Electrician	Estimate 1 Hour	1.00 HR	65.00 HR	65.00
Plumber	TBD	TBD HR	65.00 HR	TBD

EXHIBIT A

Event Information

Event Sales & Services

Event Coordinator	09/10/2022 06:00AM - 04:00PM	1.00	EA	51.50	HR	515.00
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Parking

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

Security Attendant Lead	09/10/2022 08:00AM - 03:30PM	1.00	EA	31.00	HR	232.50
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Security Attendant*	09/10/2022 08:00AM - 03:30PM	4.00	EA	26.00	HR	780.00
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*Security staffing subject to change based on operational needs.

Outside Services

Emergency Medical Services	09/10/2022 08:30AM - 03:30PM	2.00	EA	27.00	HR	378.00
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State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.00	HR	263.00	HR	263.00
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Trash Collection & Sweeping Services	Estimate Only	1.00	EA	300.00	EVT	300.00
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Total: 4,520.50

Summary

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

Payment Schedule

Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	08/10/2022	\$9,515.50

Total: \$9,515.50

Please Remit Payment in *Check or Credit Card Only*

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

EXHIBIT A

Event Information

CANOPIES / TENTS

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT V

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

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

RECYCLING / SB 1383

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

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-120-22**

REVIEWED _____

DATE **June 2, 2022**

FAIRTIME

APPROVED _____

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

October 8, 2022

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

See Exhibit A

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

The Original O.C. Swap Meet

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

\$9,515.50

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

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

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

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

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

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

By: _____ Date: _____
Title: **David Sesena, Promoter**

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

EXHIBIT A

Event Information			
Event Name:	The Original O.C. Swap Meet	Contract No:	R-120-22
Contact Person:	David Sesena	Phone:	(949) 302-0355
Event Date:	10/08/2022	Hours:	9:00 AM - 3:00 PM
Admission Price:	Free Admission		
Vehicle Parking Fee:	\$10.00 General Parking	Projected Attendance:	3,500

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Saturday			
Parking Lot D	10/08/2022 06:00 AM - 09:00 AM	Move In	No Charge
Parking Lot D	10/08/2022 09:00 AM - 03:00 PM	Event	2,100.00
Parking Lot D	10/08/2022 03:00 PM - 07:00 PM	Move Out	No Charge
Total:			2,100.00

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

Move out must be completed by 7:00 PM Saturday - October 8, 2022 to avoid additional charges.

Estimated Equipment Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Barricade (Metal)	Estimate 20	20.00 EA	15.00 EA	300.00
Cable Ramp	Estimate 10	10.00 EA	15.00 EA	150.00
Dumpster	Estimate 10	10.00 EA	19.00 EA	190.00
Electrical Splitter Box	Estimate 1	1.00 EA	55.00 EA	55.00
Electrical Usage Rate	Estimate Only	1.00 EA	100.00 EVT	100.00
Forklift	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Hang Tag - 1 Day	TBD	TBD EA	5.00 EA	TBD
Marquee Board	10/02/2022 - 10/08/2022	1.00 WK	Included	Included
Picnic Table (Rectangular & Round)	TBD	TBD EA	15.00 EA	TBD
Portable Electronic Message Board	10/08/2022	2.00 EA	75.00 EA/DAY	150.00
Sweeper (In-House)	Estimate 4 Hours	4.00 HR	75.00 HR	300.00
Total:				1,395.00

Reimbursable Personnel and Services Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Grounds Attendant	Estimate 8 Hours	8.00 HR	26.00 HR	208.00
Electrician	Estimate 1 Hour	1.00 HR	65.00 HR	65.00
Plumber	TBD	TBD HR	65.00 HR	TBD
Event Day				
Grounds Attendant Lead	10/08/2022 06:00AM - 04:00PM	1.00 EA	31.00 HR	310.00
Grounds Attendant	10/08/2022 06:00AM - 04:00PM	1.00 EA	26.00 HR	260.00
Janitorial Attendant	10/08/2022 06:00AM - 04:00PM	2.00 EA	26.00 HR	520.00
Electrician	TBD	TBD EA	65.00 HR	TBD
Clean Up				
Grounds Attendant	Estimate 12 Hours	12.00 HR	26.00 HR	312.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	26.00 HR	104.00
Electrician	Estimate 1 Hour	1.00 HR	65.00 HR	65.00
Plumber	TBD	TBD HR	65.00 HR	TBD

EXHIBIT A

Event Information

Event Sales & Services

Event Coordinator	10/08/2022 06:00AM - 04:00PM	1.00	EA	51.50	HR	515.00
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Parking

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

Security Attendant Lead	10/08/2022 08:00AM - 03:30PM	1.00	EA	31.00	HR	232.50
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Security Attendant*	10/08/2022 08:00AM - 03:30PM	4.00	EA	26.00	HR	780.00
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**Security staffing subject to change based on operational needs.*

Outside Services

Emergency Medical Services	10/08/2022 08:30AM - 03:30PM	2.00	EA	27.00	HR	378.00
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State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.00	HR	263.00	HR	263.00
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Trash Collection & Sweeping Services	Estimate Only	1.00	EA	300.00	EVT	300.00
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Total: 4,520.50

Summary

Facility Rental Total	\$2,100.00
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Estimated Equipment, Reimbursable Personnel and Services Total	\$5,915.50
--	------------

Refundable Deposit	\$1,500.00
--------------------	------------

Grand Total: \$9,515.50

Payment Schedule

Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	09/08/2022	\$9,515.50

Total: \$9,515.50

Please Remit Payment in *Check or Credit Card Only*

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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CANNABIS EVENTS

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

EXHIBIT A

Event Information

CANOPIES / TENTS

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT V

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

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

RECYCLING / SB 1383

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

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-121-22**

REVIEWED _____

DATE **June 2, 2022**

FAIRTIME

APPROVED _____

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

October 29, 2022

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

See Exhibit A

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

The Original O.C. Swap Meet

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

\$9,515.50

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

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

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

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

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

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

By: _____ Date: _____
Title: David Sesena, Promoter

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

EXHIBIT A

Event Information			
Event Name:	The Original O.C. Swap Meet	Contract No:	R-121-22
Contact Person:	David Sesena	Phone:	(949) 302-0355
Event Date:	10/29/2022	Hours:	9:00 AM - 3:00 PM
Admission Price:	Free Admission		
Vehicle Parking Fee:	\$10.00 General Parking	Projected Attendance:	3,500

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Saturday			
Parking Lot D	10/29/2022 06:00 AM - 09:00 AM	Move In	No Charge
Parking Lot D	10/29/2022 09:00 AM - 03:00 PM	Event	2,100.00
Parking Lot D	10/29/2022 03:00 PM - 07:00 PM	Move Out	No Charge
Total:			2,100.00

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

Move out must be completed by 7:00 PM Saturday - October 29, 2022 to avoid additional charges.

Estimated Equipment Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Barricade (Metal)	Estimate 20	20.00 EA	15.00 EA	300.00
Cable Ramp	Estimate 10	10.00 EA	15.00 EA	150.00
Dumpster	Estimate 10	10.00 EA	19.00 EA	190.00
Electrical Splitter Box	Estimate 1	1.00 EA	55.00 EA	55.00
Electrical Usage Rate	Estimate Only	1.00 EA	100.00 EVT	100.00
Forklift	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Hang Tag - 1 Day	TBD	TBD EA	5.00 EA	TBD
Marquee Board	10/23/2022 - 10/29/2022	1.00 WK	Included	Included
Picnic Table (Rectangular & Round)	TBD	TBD EA	15.00 EA	TBD
Portable Electronic Message Board	10/29/2022	2.00 EA	75.00 EA/DAY	150.00
Sweeper (In-House)	Estimate 4 Hours	4.00 HR	75.00 HR	300.00
Total:				1,395.00

Reimbursable Personnel and Services Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Grounds Attendant	Estimate 8 Hours	8.00 HR	26.00 HR	208.00
Electrician	Estimate 1 Hour	1.00 HR	65.00 HR	65.00
Plumber	TBD	TBD HR	65.00 HR	TBD
Event Day				
Grounds Attendant Lead	10/29/2022 06:00AM - 04:00PM	1.00 EA	31.00 HR	310.00
Grounds Attendant	10/29/2022 06:00AM - 04:00PM	1.00 EA	26.00 HR	260.00
Janitorial Attendant	10/29/2022 06:00AM - 04:00PM	2.00 EA	26.00 HR	520.00
Electrician	TBD	TBD EA	65.00 HR	TBD
Clean Up				
Grounds Attendant	Estimate 12 Hours	12.00 HR	26.00 HR	312.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	26.00 HR	104.00
Electrician	Estimate 1 Hour	1.00 HR	65.00 HR	65.00
Plumber	TBD	TBD HR	65.00 HR	TBD

EXHIBIT A

Event Information

Event Sales & Services

Event Coordinator	10/29/2022 06:00AM - 04:00PM	1.00	EA	51.50	HR	515.00
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Parking

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

Security Attendant Lead	10/29/2022 08:00AM - 03:30PM	1.00	EA	31.00	HR	232.50
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Security Attendant*	10/29/2022 08:00AM - 03:30PM	4.00	EA	26.00	HR	780.00
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*Security staffing subject to change based on operational needs.

Outside Services

Emergency Medical Services	10/29/2022 08:30AM - 03:30PM	2.00	EA	27.00	HR	378.00
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State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.00	HR	263.00	HR	263.00
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Trash Collection & Sweeping Services	Estimate Only	1.00	EA	300.00	EVT	300.00
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Total: 4,520.50

Summary

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

Payment Schedule

Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	09/29/2022	\$9,515.50

Total: \$9,515.50

Please Remit Payment in *Check or Credit Card Only*

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

EXHIBIT A

Event Information

CANOPIES / TENTS

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT V

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

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

RECYCLING / SB 1383

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

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-123-22**

REVIEWED _____

DATE **June 9, 2022**

FAIRTIME **XX**

INTERIM

APPROVED _____

RENTAL AGREEMENT

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

WITNESSETH:

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

August 7, 2022

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

See Exhibit A

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

Golden Star Technology, Inc.

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

\$747.00

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

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

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

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

Golden Star Technology, Inc.
12881 166th Street
Cerritos, CA 90703

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

By: _____ Date: _____

By: _____ Date: _____

Title: Crisol Jovel Morales, Office Coordinator

Title: Joan Hamill, Chief Business Development Officer

EXHIBIT A

Event Information			
Event Name:	Golden Star Technology, Inc.	Contract No:	R-123-22
Contact Person:	Crisol Jovel Morales	Phone:	(562) 345-8797
Event Date:	08/07/2022	Hours:	11:00 AM - 3:00 PM

Admission Price:	Group Order purchased through Tandem		
Vehicle Parking Fee:	\$10.00 General Parking	Projected Attendance:	100

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Sunday			
Club OC Plaza Pacifica West	08/07/2022 11:00 AM - 03:00 PM	Event	500.00
Note: Fair opens at 11:00 AM			Total: 500.00

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

Move out must be completed by 3:00 PM Sunday - August 7, 2022 to avoid additional charges.

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

Reimbursable Personnel and Services Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Post Event Clean Up				
Grounds Attendant	Estimate 2 Hours	2.00 HR	26.00 HR	52.00
Janitorial Attendant	Estimate 2 Hours	2.00 HR	26.00 HR	52.00
Insurance (see Exhibit D)				
Special Event Liability Insurance (S.E.L.I.)	08/07/2022	1.00 EA	105.00 EA/DAY	105.00
Total:				209.00

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

Payment Schedule		
<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	07/07/2022	\$747.00
Total:		\$747.00

Please Remit Payment in *Check or Credit Card Only*

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

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

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

EXHIBIT A

Event Information

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT V

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

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

FORM F-31

REVIEWED _____

APPROVED _____

AGREEMENT NO. **R-124-22**

DATE **June 9, 2022**

FAIRTIME **XX**

INTERIM

RENTAL AGREEMENT

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

WITNESSETH:

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

July 30, 2022

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

See Exhibit A

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

BHI Company Picnic

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

\$747.00

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

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

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

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

BHI – Bazz Houston International
12700 Western Avenue
Garden Grove, CA 92841

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

By: _____ Date: _____
Title: **Jacqueline Castro, Marketing Coordinator**

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

EXHIBIT A

Event Information			
Event Name:	BHI Company Picnic	Contract No:	R-124-22
Contact Person:	Jacqueline Castro	Phone:	(909) 997-4040
Event Date:	07/30/2022	Hours:	11:00 AM - 3:00 PM

Admission Price:	Group Order purchased through Tandem		
Vehicle Parking Fee:	\$10.00 General Parking	Projected Attendance:	220

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Saturday			
Club OC Plaza Pacifica West	07/30/2022 11:00 AM - 03:00 PM	Event	500.00
Note: Fair opens at 11:00 AM			Total: 500.00

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

Move out must be completed by 3:00 PM Saturday - July 30, 2022 to avoid additional charges.

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

Reimbursable Personnel and Services Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Post Event Clean Up				
Grounds Attendant	Estimate 2 Hours	2.00 HR	26.00 HR	52.00
Janitorial Attendant	Estimate 2 Hours	2.00 HR	26.00 HR	52.00
Insurance (see Exhibit D)				
Special Event Liability Insurance (S.E.L.I.)	07/30/2022	1.00 EA	105.00 EA/DAY	105.00
Total:				209.00

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

Payment Schedule		
<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	06/30/2022	\$747.00
Total:		\$747.00

Please Remit Payment in *Check or Credit Card Only*

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

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

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

EXHIBIT A

Event Information

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT V

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

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

REVIEWED _____

DATE **June 8, 2022**

FAIRTIME

INTERIM **XX**

APPROVED _____

RENTAL AGREEMENT

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

WITNESSETH:

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

August 26 - 29, 2022

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

See Exhibit A

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

Repticon

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

\$22,774.50

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

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

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

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

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

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

By: _____ Date: _____
Title: Shirley Healy, Chief Financial Officer

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

EXHIBIT A

Event Information			
Event Name:	Repticon	Contract No:	R-094-22 REVISED
Contact Person:	Tina Russel	Phone:	(863) 268-4273
Event Date:	08/27/2022 - 08/28/2022	Hours:	Saturday: 9:00 AM - 5:00 PM Sunday: 10:00 AM - 4:00 PM

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

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday			
Huntington Beach Building (#12)	08/26/2022 09:30 AM - 08:00 PM	Move In	1,800.00
Saturday			
Huntington Beach Building (#12)	08/27/2022 09:00 AM - 05:00 PM	Event	3,600.00
Sunday			
Huntington Beach Building (#12)	08/28/2022 10:00 AM - 04:00 PM	Event	3,600.00
Monday			
Huntington Beach Building (#12)	08/29/2022 06:00 AM - 11:59 AM	Move Out	No Charge
Total:			9,000.00

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

Move out must be completed by 11:59 AM Monday - August 29, 2022 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
20 Amp Drop	TBD	TBD	EA	25.00	EA	TBD
50 Amp Drop	TBD	TBD	EA	70.00	EA	TBD
Cable Ramp	Estimate 6	6.00	EA	15.00	EA	90.00
Dumpster	Estimate 39	39.00	EA	19.00	EA	741.00
Electrical Splitter Box	Estimate 18	18.00	EA	55.00	EA	990.00
Electrical Usage	Estimate Only	1.00	EA	1,000.00	EVT	1,000.00
Forklift	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
Hang Tag - 2 Day	Estimate 69	69.00	EA	10.00	EA	690.00
Marquee Board	08/22/2022 - 08/28/2022	1.00	WK	Included		Included
Portable Electronic Message Board	08/27/2022 - 08/28/2022	2.00	EA	75.00	EA/DAY	300.00
Public Address System (Per Building)	08/27/2022 - 08/28/2022	1.00	EA	75.00	EA/DAY	150.00
Scissor Lift	Estimate 7 Hours	7.00	HR	75.00	HR	525.00
Sweeper (In-House)	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
Total:						4,936.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	31.00	HR	248.00
Grounds Attendant	Estimate 8 Hours	8.00	HR	26.00	HR	208.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	26.00	HR	208.00
Electrician	Estimate 7 Hours	7.00	HR	65.00	HR	455.00
Grounds Attendant Lead	08/27/2022 08:00AM - 06:00PM	1.00	EA	31.00	HR	310.00
Grounds Attendant	08/27/2022 08:00AM - 06:00PM	1.00	EA	26.00	HR	260.00
Janitorial Attendant	08/27/2022 08:00AM - 06:00PM	2.00	EA	26.00	HR	520.00

EXHIBIT A

Event Information						
Grounds Attendant Lead	08/28/2022 09:00AM - 05:00PM	1.00	EA	31.00	HR	248.00
Grounds Attendant	08/28/2022 09:00AM - 05:00PM	1.00	EA	26.00	HR	208.00
Janitorial Attendant	08/28/2022 09:00AM - 05:00PM	2.00	EA	26.00	HR	416.00
Clean Up						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	31.00	HR	248.00
Grounds Attendant	Estimate 8 Hours	8.00	HR	26.00	HR	208.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	26.00	HR	208.00
Electrician	Estimate 4 Hours	4.00	HR	65.00	HR	260.00
<u>Event Sales & Services</u>						
Event Coordinator	08/27/2022 08:00AM - 06:00PM	1.00	EA	51.50	HR	515.00
Event Coordinator	08/28/2022 09:00AM - 05:00PM	1.00	EA	51.50	HR	412.00
<u>Parking</u>						
Parking Attendant Lead	Estimate 8 Hours	8.00	HR	31.00	HR	248.00
Parking Attendant	Estimate 16 Hours	16.00	HR	26.00	HR	416.00
<u>Safety & Security</u>						
Security Attendant	08/27/2022 08:00AM - 05:30PM	2.00	EA	26.00	HR	494.00
Security Attendant	08/28/2022 09:00AM - 04:30PM	2.00	EA	26.00	HR	390.00
<u>Technology</u>						
Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00
<u>Outside Services</u>						
Emergency Medical Services	08/27/2022 08:30AM - 05:30PM	2.00	EA	27.00	HR	486.00
Emergency Medical Services	08/28/2022 09:30AM - 04:30PM	2.00	EA	27.00	HR	378.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Total:						7,838.50

Summary

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

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	PAID - CK #3939	\$11,387.25
Second Payment	PAID - CK #3956	\$11,387.25
Total:		\$22,774.50

Please Remit Payment in *Check Only*

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

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

EXHIBIT A

Event Information

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT V

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

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

RECYCLING / SB 1383

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

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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