

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

1 of 2

CONTRACT #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
<b>SEPTEMBER</b>						
1	Vietnam Veterans of America Chapter 1024	OC Fair	40' x 20' space for a helicopter on a trailer and canopy tent	Heroes Hall	8/1-14/2022	0.00
R-123-22	Golden Star Technology, Inc.	Golden Star Technology, Inc.	Party (PAR)	Club OC Plaza Pacifica West	08/07/22-08/07/22	747.00
R-124-22	BHI - Bazz Houston International	BHI Company Picnic	Party (PAR)	Club OC Plaza Pacifica West	07/30/22-07/30/22	747.00
R-125-22	HSE Holdings 6 LLC dba American Consumer Show	California Bridal & Wedding Expo	Consumer Show (CON)	Costa Mesa Building (#10)	09/10/22-09/11/22	17,037.50
R-126-22	Adentope, Inc. dba Japan Product Promotion	OC Japan Fair	Cultural Festival (CULTU)	Los Alamitos Building (#14), Parking Lot I	10/20/22-10/24/22	74,640.00
R-127-22	Flying Miz Daisy	Flying Miz Daisy Outdoor Market	Consumer Show (CON)	Parking Lot D	11/12/22-11/12/22	7,917.50
R-128-22	CALA Shows Inc.	CALA Shows Inc.	Consumer Show (CON)	Anaheim Building (#16), Los Alamitos Building (#14), OC Promenade (Span), The Hangar	08/26/22-08/29/22	58,448.50
R-129-22	Ultimate Trade Shows & Events, Inc.	The 45th Annual OC Family, Home & Fun Expo	Consumer Show (CON)	Los Alamitos Building (#14)	10/14/22-10/17/22	20,786.00
R-130-22	EQ Graze+	Horse Feed Storage Location	Other (OTH)	Parking Lot G	07/01/22-12/31/22	6,000.00
R-131-22	Rubrik, Inc.	Rubrik Dinner at OC Fair	Party (PAR)	Club OC Plaza Pacifica West	08/04/22-08/04/22	702.00
R-132-22	Gourmet Foods LLC.	Gourmet Foods LLC.	Other (OTH)	Club OC Plaza Pacifica West	08/13/22-08/13/22	747.00
R-133-22	NAIOP SoCal	Night at the Fights	Competition/Tournament (COM)	Festival Field Asphalt, Main Mall, The Hangar	10/05/22-10/07/22	34,664.00
R-134-22	Deborah Stowell-Buffkin	SHHS 50th Reunion	Party (PAR)	Millennium Barn	10/01/22-10/02/22	4,815.50
R-135-22	California Online Public Schools	California Connections Academy Fall Festival	Banquet (BAN)	Country Meadows, Huntington Beach Building (#12), Santa Ana Pavilion (Parade of Products)	09/29/22-09/29/22	16,853.00
R-136-22	WAXIE Sanitary Supply	WAXIE Sanitary Supply Summer Picnic	Party (PAR)	Club OC Plaza Pacifica West	07/24/22-07/24/22	747.00
R-137-22	Synchrony	Synchrony Summer Family Fun Day	Party (PAR)	Club OC Plaza Pacifica West	08/05/22-08/05/22	747.00
R-138-22	Eide Bailly	Eide Bailly 2022 Family Summer Picnic	Party (PAR)	Club OC Plaza Pacifica West	08/14/22-08/14/22	747.00
R-139-22	Blue Bowl Superfoods LLC	Blue Bowl Superfoods Summer Picnic	Party (PAR)	Club OC Plaza Pacifica West	07/28/22-07/28/22	747.00
R-140-22	CBIZ MHM	CBIZ & Mayer Hoffman McCann P.C. Summer Picnic	Party (PAR)	Club OC Plaza Pacifica West	07/30/22-07/30/22	702.00
R-141-22	Cannon Solutions America	Cannon Solutions America Picnic	Party (PAR)	Club OC Plaza Pacifica West	08/12/22-08/12/22	747.00
R-142-22	Sugar Plum Festivals	Sugar Plum Arts & Crafts Festivals	Other (OTH)	Costa Mesa Building (#10)	11/07/22-11/13/22	41,483.25
R-143-22	International Interior Design Association Southern California	DesignConnect 2022	Consumer Show (CON)	The Hangar	10/18/22-10/18/22	12,855.00
R-145-22	Orange County Wine Society	OCWS - Fall Membership Event	Party (PAR)	Courtyard	10/01/22-10/01/22	2,704.00

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CONTRACT #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-147-22	SLD LLC	The Original O.C. Swap Meet	Consumer Show (CON)	Parking Lot D	09/25/22-09/25/22	8,970.50
R-152-22	Live Nation Worldwide Inc	Observatory Offsite Parking	Parking (PARK)	Parking Lot D, Parking Lot E, Parking Lot F	10/15/22-10/16/22	2,009.00
R-153-22	Seasonal Adventures	Seasonal Adventures - Pumpkin Patch	Other (OTH)	Parking Lot C	09/26/22-11/04/22	65,672.00
<b>OCTOBER</b>						
R-146-22	Herpetorama, Inc.	Repticon	Consumer Show (CON)	Huntington Beach Building (#12)	11/11/22-11/14/22	23,490.00
R-148-22	SLD LLC	The Original O.C. Swap Meet	Consumer Show (CON)	Parking Lot D	11/12/22	9,515.50
R-149-22	SLD LLC	The Original O.C. Swap Meet	Consumer Show (CON)	Parking Lot D	11/26/22	9,515.50
R-154-22	Plural Possibility Limited dba LCWW Group - Loving Cats Worldwide	LCWW Cat Extravaganza	Competition/Tournament (COM)	The Hangar	11/11/22-11/13/22	21,834.50
R-156-22	RealTime R&L, Inc.	Bridgestone Drive & Learn	Ride & Drive (RND)	Parking Lot G	10/10/22-10/12/22	10,882.50
R-157-22	Guadagno & Sons dba G&S Shows	Guadagno & Sons Camping	Camping (RAL)	Campground	09/26/22-10/05/22	10,381.00
R-158-22	Sift Research, Inc.	Sift Auto Research	Research & Development (RD)	The Hangar	10/12/22-10/15/22	24,774.50
R-160-22	Elite Charter LLC	Elite Charter Marketing Video Shoot	Film Shoot (FILS)	Parking Lot I	10/12	3,764.00
R-162-22	PSQ Productions LLC	Winter Fest Trailer Storage	Parking (PARK)	Parking Lot H	10/03/22-11/06/22	8,400.00
R-168-22	IBJJF dba International BJJ Inc.	BJJF GP 2022	Competition/Tournament (COM)	The Hangar	11/18/22	10,663.50
R-161-22	Winter Fun Festivals LLC	Winter Fest	Festival (FST)	Parking Lot A (North)	10/31/22-01/15/23	313,019.13

**AMENDMENTS**

CONTRACT #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
<b>SEPTEMBER</b>						
R-107-22 (Amend. #1)	Asian American Expo	Moon Festival AMENDMENT <i>Amendment: Added spaces</i>	Festival (FST)	Anaheim Building (#16), Costa Mesa Building (#10), Courtyard, Parking Lot I, Santa Ana Pavilion (Parade of Products), The Hangar	08/31/22-09/05/22	17,000.00
R-114-22 (Amend. #1)	City of Costa Mesa	City of Costa Mesa 4th of July Celebration <i>Amendment: Added parking buyout</i>	Festival (FST)	Parking Lot A (South)	07/02/22-07/04/22	3,750.00
<b>OCTOBER</b>						
R-145-22 (Amend. #1)	Orange County Wine Society	OCWS - Fall Membership Event <i>Amended: Date change</i>	Party (PAR)	Courtyard	11/05/22-11/05/22	\$2,839.00

REVIEWED \_\_\_\_\_

DATE: June 7, 2022

APPROVED \_\_\_\_\_

## RENTAL AGREEMENT

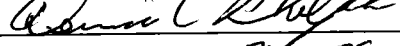
THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Vietnam Veterans of America Chapter 1024** hereinafter, called the Rentor.

### WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **Exhibit setup: August 1, 2022 from 9 a.m. to 4 p.m.**
2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement: **(1) 40' x 20' space for a helicopter on a trailer and canopy tent to sit beside it. Space rental includes electric for plug-ins.**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:  
**Heroes Hall at the OC Fair – Aug. 1, 2022– August 14, 2022 (closed Mondays and Tuesdays)**
4. A rental fee has been waived for this exhibit as Heroes Hall Museum has requested the helicopter be on display to enhance the guest experience.
5. **See Exhibits "B", & "C" which are incorporated into and made a part of the Rental Agreement. Signed Rental Agreements are due on or before June 30, 2022.**
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to 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 Rentor may be liable under any Workers' Compensation law and Rentor 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 Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. 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.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Rentor 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.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. **Special Provisions: By signing this Agreement, the undersigned agrees to abide by the Orange County Connection Exhibitor Guide. By this reference, the Exhibitor Guide is incorporated into and becomes a part of this Agreement and is on file with the Association.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in duplicate, by and on behalf of the parties hereto, the day and year first above written.

**Vietnam Veterans of America Chapter 1024**  
**1443 W. Collins Avenue**  
**Orange, CA 92867**

By  (sign)  
DENNIS C. PHELPS (print)

Title PRESIDENT

**32ND DISTRICT AGRICULTURAL ASSOCIATION**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_  
**Title: Michele Richards, Chief Executive Officer or**  
**Joan Hamill, Chief Business Development Officer**

### RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Rentor will be allowed to open until all the preliminary requirements herein set forth have been complied with.

2. Rentor will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Rentor will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Rentor in said space(s).
5. Rentor must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Rentor will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Rentor shall not include the Carnival and the Carnival Area.
7. Rentor will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Rentor must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Rentor's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by Rentor within or outside his space must be of such a nature and must be so operated, as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Rentor agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale, shall be subject to the approval of the Association and the local law enforcement officials.
11. Rentor is entirely responsible for the space allotted to Rentor and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Rentor, reasonable wear and tear and damage from caused beyond Rentor's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Rentors, but Association shall not be responsible for loss or damage to the property of Rentor.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Rentor must be removed from the buildings and grounds by Rentor, at his own expense, no later than a date specified by Association. It is understood in the event of Rentor's failure to vacate said premises as herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Rentor to remove and store the concession and all other material of any nature whatsoever, at the Rentor's risk and expense, and Rentor shall reimburse Association for expenses thus incurred.
14. No Rentor will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Rentor is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This rental agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this agreement.
18. "Contractor, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127)."
19. Rentor recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Rentor may be subject to the payment or property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this agreement at any time or all times.
21. The parties hereto agree that Rentor, and any agents and employees of Rentor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Memo for Fair Management: Hazardous Agreements. If this agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 12 of page one.

Nondiscrimination Clause, Form 17A or Form 17b for agreements over \$5,000 must be attached to each copy and incorporated by reference in Paragraph 12 or page one.

REVIEWED \_\_\_\_\_

DATE **June 9, 2022**FAIRTIME **XX**

INTERIM

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **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 166<sup>th</sup> Street**  
**Cerritos, CA 90703**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_

**Title: Crisol Jovel Morales, Office Coordinator**

By: \_\_\_\_\_ Date: \_\_\_\_\_

**Title: Joan Hamill, Chief Business Development Officer**

# EXHIBIT A

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

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

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

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
<b>Total:</b>				<b>38.00</b>

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

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

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

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

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

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

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

# EXHIBIT A

## Event Information

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

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

### **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

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

REVIEWED \_\_\_\_\_

DATE **June 9, 2022**

FAIRTIME **XX**

INTERIM

APPROVED \_\_\_\_\_

### **RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **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**

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

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

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

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 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
<b>Total:</b>				<b>38.00</b>

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

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

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

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

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

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

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

# EXHIBIT A

## Event Information

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

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

### **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 9, 2022**

FAIRTIME

APPROVED \_\_\_\_\_

INTERIM **XX****RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **HSE Holdings 6 LLC dba American Consumer Show** 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 - 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:

**California Bridal & Wedding Expo**

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

**\$19,337.50**

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.

**HSE Holdings 6 LLC dba  
American Consumer Show  
6901 Jericho Turnpike, Suite 250  
Syosset, NY 11719**

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

By:\_\_\_\_\_Date:\_\_\_\_\_  
**Title: Maria Palumbo, Director of  
New Business Development & Show Manager**

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

# EXHIBIT A

## Event Information

<b>Event Name:</b>	California Bridal & Wedding Expo	<b>Contract No:</b>	R-125-22
<b>Contact Person:</b>	Maria Palumbo	<b>Phone:</b>	(516) 422-8125
<b>Event Date:</b>	09/11/2022	<b>Hours:</b>	10:00 AM - 6:00 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>
<b>Saturday</b>			
Costa Mesa Building (#10)	09/10/2022 09:00 AM - 05:00 PM	Move In	4,600.00
<b>Sunday</b>			
Costa Mesa Building (#10)	09/11/2022 10:00 AM - 06:00 PM	Event	4,600.00
<b>Total:</b>			<b>9,200.00</b>

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

**Move out must be completed by 11:59 PM 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>
Bench (Metal)	TBD	TBD EA	15.00 EA	TBD
Cable Ramp	TBD	TBD EA	15.00 EA	TBD
Chair (Individual)	Estimate 156	156.00 EA	2.50 EA	390.00
Dumpster	Estimate 5	5.00 EA	19.00 EA	95.00
Electrical Splitter Box	Estimate 3	3.00 EA	55.00 EA	165.00
Electrical Usage Rate	Estimate Only	1.00 EA	500.00 EVT	500.00
Forklift	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Hang Tag - 1 Day	TBD	TBD EA	5.00 EA	TBD
Marquee Board	09/05/2022 - 09/11/2022	1.00 WK	Included	Included
Podium	TBD	TBD EA	25.00 EA	TBD
Portable Electronic Message Board	09/11/2022	2.00 EA	75.00 EA/DAY	150.00
Public Address System (Per Building)	TBD	TBD EA	75.00 EA/DAY	TBD
Scissor Lift	Estimate 4 Hours	4.00 HR	75.00 HR	300.00
Stage Right 24' x 8' Stage	Estimate 1	1.00 EA	1,000.00 EA	1,000.00
Sweeper (In-House)	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Wireless Microphone	TBD	TBD EA	50.00 EA	TBD
<b>Total:</b>			<b>3,050.00</b>	

## Reimbursable Personnel and Services Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Event Operations</b>				
<b>Set Up</b>				
Grounds Attendant	Estimate 8 Hours	8.00 HR	26.00 HR	208.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	26.00 HR	104.00
Electrician	Estimate 2 Hours	2.00 HR	65.00 HR	130.00
<b>Event Day</b>				
Grounds Attendant Lead	09/11/2022 09:00AM - 07:00PM	1.00 EA	31.00 HR	310.00
Grounds Attendant	09/11/2022 09:00AM - 07:00PM	1.00 EA	26.00 HR	260.00
Janitorial Attendant	09/11/2022 09:00AM - 07:00PM	3.00 EA	26.00 HR	780.00
Electrician	09/11/2022 09:00AM - 07:00PM	1.00 EA	65.00 HR	650.00

# EXHIBIT A

## Event Information

### Clean Up

Grounds Attendant Lead	Estimate 4 Hours	4.00	HR	31.00	HR	124.00
Grounds Attendant	Estimate 9 Hours	9.00	HR	26.00	HR	234.00
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	09/11/2022 09:00AM - 07:00PM	1.00	EA	51.50	HR	515.00
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### Parking

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

### Safety & Security

Security Attendant	09/11/2022 09:00AM - 06:30PM	2.00	EA	26.00	HR	494.00
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### Technology

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

Emergency Medical Services	09/11/2022 09:30AM - 06:30PM	2.00	EA	27.00	HR	486.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50

**Total: 5,587.50**

### Summary

Facility Rental Total	\$9,200.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$8,637.50
Refundable Deposit	\$1,500.00

**Grand Total: \$19,337.50**

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment (25% Facility Fee)	<i>Upon Signing</i>	\$2,300.00
Second Payment	07/11/2022	\$8,518.75
Third Payment	08/10/2022	\$8,518.75
<b>Total:</b>		<b>\$19,337.50</b>

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

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

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

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

### 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**

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, HSE Holdings 6 LLC dba American Consumer Show must comply with request.**

### **STATE FIRE MARSHAL**

Event footprint capacity will be determined by State Fire Marshal. HSE Holdings 6 LLC dba American Consumer Show must comply with all California State Fire Codes. If State Fire Marshal requires changes to event layout, HSE Holdings 6 LLC dba American Consumer Show must execute changes within the specified timeframe.

FORM F-31

AGREEMENT NO. **R-126-22**  
DATE **June 9, 2022**  
FAIRTIME  
INTERIM **XX**

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

### RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Adentope, Inc. dba Japan Product Promotion** 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 20 - 24, 2022**

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

#### See Exhibit A

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

#### OC Japan Fair

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

**\$74,640.00**

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.

**Adentope, Inc. dba Japan Product Promotion**  
**1405 Marceline Avenue, #104**  
**Torrance, CA 90501**

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

By \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Masataka Taguchi, Producer**

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

# EXHIBIT A

Event Information				
Event Name:	OC Japan Fair	Contract No:	R-126-22	
Contact Person:	Masataka Taguchi	Phone:	(310) 782-8279	
Event Date:	10/21/2022 - 10/23/2022	Hours:	Friday: 5:00 PM - 11:00 PM Saturday: 12:00 PM - 10:00 PM Sunday: 10:00 AM - 5:00 PM	
Admission Price:	TBD			
Vehicle Parking Fee:	\$10.00 General Parking	Projected Attendance:	20,000	
Facility Rental Fees				
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>	
Thursday				
Parking Lot I	10/20/2022 07:00 AM - 05:00 PM	Move In	1,050.00	
Friday				
Los Alamitos Building (#14)	10/21/2022 08:00 AM - 05:00 PM	Move In	No Charge	
Parking Lot I	10/21/2022 08:00 AM - 05:00 PM	Move In	No Charge	
Los Alamitos Building (#14)	10/21/2022 05:00 PM - 11:00 PM	Event	3,200.00	
Parking Lot I	10/21/2022 05:00 PM - 11:00 PM	Event	2,100.00	
Saturday				
Los Alamitos Building (#14)	10/22/2022 12:00 PM - 10:00 PM	Event	3,200.00	
Parking Lot I	10/22/2022 12:00 PM - 10:00 PM	Event	2,100.00	
Sunday				
Los Alamitos Building (#14)	10/23/2022 10:00 AM - 05:00 PM	Event	3,200.00	
Parking Lot I	10/23/2022 10:00 AM - 05:00 PM	Event	2,100.00	
Monday				
Los Alamitos Building (#14)	10/24/2022 07:00 AM - 11:59 AM	Move Out	No Charge	
Parking Lot I	10/24/2022 07:00 AM - 11:59 AM	Move Out	No Charge	
Total:			16,950.00	

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

Move out must be completed by 11:59 AM Monday - October 24, 2022 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
20 Amp Drop	Estimate 5	5.00	EA	25.00	EA	125.00
50 Amp Drop	TBD	TBD	EA	70.00	EA	TBD
200 Amp Drop	Estimate 1	1.00	EA	360.00	EA	360.00
40 Yard Dumpster	Estimate 6	6.00	EA	216.00	EA	1,296.00
4-Channel Audio Mixer	Estimate 1	1.00	EA	35.00	EA	35.00
Barricade (Plastic)	Estimate 50	50.00	EA	15.00	EA	750.00
Cable Ramp	Estimate 35	35.00	EA	15.00	EA	525.00
Dumpster	TBD	TBD	EA	19.00	EA	TBD
Electrical Splitter Box	Estimate 30	30.00	EA	55.00	EA	1,650.00
Electrical Usage Rate	Estimate Only	1.00	EA	2,500.00	EVT	2,500.00
Forklift (40 Yard Dumpsters)	Estimate 24 Hours	24.00	HR	75.00	HR	1,800.00
Forklift	Estimate 21 Hours	21.00	HR	75.00	HR	1,575.00
Hang Tag - 3 Day	Estimate 200	200.00	EA	15.00	EA	3,000.00
Marquee Board	09/26/2022 - 10/23/2022	4.00	WK	Included		Included
Picnic Table (Rectangular & Round)	Estimate 70	70.00	EA	15.00	EA	1,050.00
Portable Electronic Message Board	10/21/2022 - 10/23/2022	2.00	EA	75.00	EA/DAY	450.00

# EXHIBIT A

Event Information						
Public Address System (Per Building)	10/21/2022 - 10/23/2022	1.00	EA	75.00	EA/DAY	225.00
Scissor Lift	Estimate 2 Hours	2.00	HR	75.00	HR	150.00
Stanchion	TBD	TBD	EA	5.00	EA	TBD
Sweeper (In-House)	Estimate 14 Hours	14.00	HR	75.00	HR	1,050.00
Ticket Booth (Double Window)	Estimate 2	2.00	EA	100.00	EA	200.00
Tonnage Weight (40 Yard Dumpster)	Estimate 10 Tons	10.00	TON	82.00	TON	820.00
Umbrella w/Stand	Estimate 57	57.00	EA	15.00	EA	855.00
Water Truck (Includes Water)	Estimate 2 Hours	2.00	HR	80.00	HR	160.00
Total:						18,576.00

Reimbursable Personnel and Services Fees						
Description	Date-Time	Units		Rate		Actual
<u>Event Operations</u>						
<b>Set Up</b>						
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	Estimate 15 Hours	15.00	HR	65.00	HR	975.00
Plumber	Estimate 3 Hours	3.00	HR	65.00	HR	195.00
<b>Event Day</b>						
Grounds Attendant Lead	10/21/2022 03:00PM - 12:00AM	1.00	EA	31.00	HR	279.00
Grounds Attendant	10/21/2022 03:00PM - 12:00AM	4.00	EA	26.00	HR	936.00
Janitorial Attendant	10/21/2022 03:00PM - 12:00AM	8.00	EA	26.00	HR	1,872.00
Electrician	10/21/2022 03:00PM - 12:00AM	1.00	EA	65.00	HR	585.00
Grounds Attendant Lead	10/22/2022 11:00AM - 11:00PM	1.00	EA	31.00	HR	372.00
Grounds Attendant	10/22/2022 11:00AM - 11:00PM	4.00	EA	26.00	HR	1,248.00
Janitorial Attendant	10/22/2022 11:00AM - 11:00PM	8.00	EA	26.00	HR	2,496.00
Electrician	10/22/2022 11:00AM - 11:00PM	1.00	EA	65.00	HR	780.00
Grounds Attendant Lead	10/23/2022 09:00AM - 06:00PM	1.00	EA	31.00	HR	279.00
Grounds Attendant	10/23/2022 09:00AM - 06:00PM	4.00	EA	26.00	HR	936.00
Janitorial Attendant	10/23/2022 09:00AM - 06:00PM	8.00	EA	26.00	HR	1,872.00
Electrician	10/23/2022 09:00AM - 05:00PM	1.00	EA	65.00	HR	520.00
<b>Clean Up</b>						
Grounds Attendant Lead	Estimate 5 Hours	5.00	HR	31.00	HR	155.00
Grounds Attendant	Estimate 16 Hours	16.00	HR	26.00	HR	416.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	26.00	HR	208.00
Electrician	Estimate 12 Hours	12.00	HR	65.00	HR	780.00
Plumber	Estimate 2 Hours	2.00	HR	65.00	HR	130.00
<u>Event Sales &amp; Services</u>						
Event Coordinator	10/21/2022 04:00PM - 12:00AM	1.00	EA	51.50	HR	412.00
Event Coordinator	10/22/2022 11:00AM - 11:00PM	1.00	EA	51.50	HR	618.00
Event Coordinator	10/23/2022 09:00AM - 06:00PM	1.00	EA	51.50	HR	463.50
<b>Parking</b>						
Parking Attendant Lead	Estimate 9 Hours	9.00	HR	31.00	HR	279.00
Parking Attendant	Estimate 27 Hours	27.00	HR	26.00	HR	702.00
<u>Safety &amp; Security</u>						
Security Attendant Lead	10/21/2022 04:00PM - 11:30PM	1.00	EA	31.00	HR	232.50
Security Attendant	10/21/2022 04:00PM - 11:30PM	14.00	EA	26.00	HR	2,730.00

# EXHIBIT A

Event Information							
Security Attendant - Overnight	10/21/2022 11:00PM - 08:00AM	1.00	EA	26.00	HR		234.00
Security Attendant Lead	10/22/2022 11:00AM - 10:30PM	1.00	EA	31.00	HR		356.50
Security Attendant	10/22/2022 11:00AM - 10:30PM	14.00	EA	26.00	HR		4,186.00
Security Attendant - Overnight	10/22/2022 10:00PM - 08:00AM	1.00	EA	26.00	HR		260.00
Security Attendant Lead	10/23/2022 09:00AM - 05:30PM	1.00	EA	31.00	HR		263.50
Security Attendant	10/23/2022 09:00AM - 05:30PM	14.00	EA	26.00	HR		3,094.00

## Technology

Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT		100.00
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## Outside Services

Emergency Medical Services	10/21/2022 04:30PM - 11:30PM	2.00	EA	27.00	HR		378.00
Emergency Medical Services	10/22/2022 11:30AM - 10:30PM	2.00	EA	27.00	HR		594.00
Emergency Medical Services	10/23/2022 09:30AM - 05:30PM	2.00	EA	27.00	HR		432.00
Sound Engineer	10/21/2022 - 10/23/2022	1.00	EA	800.00	EA/DAY		2,400.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	2.50	HR	263.00	HR		657.50
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	2,667.50	EVT		2,667.50

**Total: 36,614.00**

## **Summary**

Facility Rental Total							\$16,950.00
Estimated Equipment, Reimbursable Personnel and Services Total							\$55,190.00
Refundable Deposit							\$2,500.00

**Grand Total: \$74,640.00**

## **Payment Schedule**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	07/20/2022	\$24,880.00
Second Payment	08/19/2022	\$24,880.00
Third Payment	09/20/2022	\$24,880.00

**Total: \$74,640.00**

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.

## **3-COMPARTMENT SINKS**

All 3-compartment sinks must be on-site for installation by no later than **8:00 AM on Friday, October 21, 2022**. Late arrivals may result in an increase above the number of Plumber setup hours listed on Exhibit A. Additional Plumber labor is \$65.00 per hour.

## **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

### **BANNERS**

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

### **CANNABIS EVENTS**

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

### **CANOPIES / TENTS**

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

### **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.

### **HEALTH DEPARTMENT**

Renter has agreed to be the Health Department coordinator for all food and beverage vendors at the 2022 OC Japan Fair.

### **OUTSIDE FOOD VENDORS**

Spectra, the OCFEC Master Concessionaire will allow Adentope, Inc. dba Japan Product Promotion to operate independent food booths at \$175.00 per each 10'x10' space for the first thirty (30) food booths. Each food booth in excess of the first thirty (30) 10'x10' spaces will be charged \$150.00 per space. Spectra will invoice Adentope, Inc. dba Japan Product Promotion for the total amount due and will require full payment prior to the start of the event. Payment must be made by no later than **Thursday, October 20, 2022.**

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

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

### **PARKING LOT I**

All food vendors in Parking Lot I must cover the ground surface with a non-flammable tarp.

### **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.**

### **PROPANE**

All propane equipment must be located at least twenty feet (20') from all buildings, tents and structures.

# 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, Adentope, Inc. dba Japan Product Promotion must comply with request.**

### STATE FIRE MARSHAL

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

### TEMPORARY STRUCTURES

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



FORM F-31

AGREEMENT NO. **R-127-22**

REVIEWED \_\_\_\_\_

DATE **August 27, 2022**

FAIRTIME

INTERIM **XX**

APPROVED \_\_\_\_\_

### **RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Flying Miz Daisy** 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 12, 2022**

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

#### **See Exhibit A**

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

#### **Flying Miz Daisy Outdoor Market**

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

**\$7,917.50**

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.

**Flying Miz Daisy**  
**P.O. Box 1104**  
**Solvang, CA 93464**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Charlene Goetz, Promoter**

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

# EXHIBIT A

Event Information			
Event Name:	Flying Miz Daisy Outdoor Market	Contract No:	R-127-22
Contact Person:	Charlene Goetz	Phone:	(949) 422-0432
Event Date:	11/12/2022	Hours:	Saturday: 9:00 AM - 3:00 PM
Admission Price:	Free Admission		
Vehicle Parking Fee:	\$10.00 General Parking	Projected Attendance:	1,000

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Saturday			
Parking Lot D	11/12/2022 07:00 AM - 09:00 AM	Move In	No Charge
Parking Lot D	11/12/2022 09:00 AM - 03:00 PM	Event	2,100.00
Parking Lot D	11/12/2022 03:00 PM - 11:59 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 ensurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.

Move out must be completed by 11:59 PM Saturday - November 12, 2022 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
Barricade (Metal)	Estimate 7	7.00	EA	15.00	EA	105.00
Dumpster	Estimate 7	7.00	EA	19.00	EA	133.00
Electrical Splitter Box	TBD	TBD	EA	55.00	EA	TBD
Electrical Usage Rate	Estimate Only	TBD	EA	350.00	EVT	TBD
Forklift	Estimate 4 Hours	4.00	HR	75.00	HR	300.00
Marquee Board	11/06/2022 - 11/12/2022	1.00	WK	Included		Included
Portable Electronic Message Board	11/12/2022	2.00	EA	75.00	EA/DAY	150.00
Sweeper (In-House)	Estimate 1 Hour	1.00	HR	75.00	HR	75.00
<b>Total:</b>						<b>763.00</b>

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
<b>Set Up</b>						
Grounds Attendant	Estimate 8 Hours	8.00	HR	26.00	HR	208.00
Electrician	TBD	TBD	HR	65.00	HR	TBD
<b>Event Day</b>						
Grounds Attendant Lead	11/12/2022 07:00AM - 04:00PM	1.00	EA	31.00	HR	279.00
Grounds Attendant	11/12/2022 07:00AM - 04:00PM	1.00	EA	26.00	HR	234.00
Janitorial Attendant	11/12/2022 07:00AM - 04:00PM	2.00	EA	26.00	HR	468.00
Electrician	TBD	TBD	EA	65.00	HR	TBD
<b>Clean Up</b>						
Grounds Attendant	Estimate 8 Hours	8.00	HR	26.00	HR	208.00
Janitorial Attendant	Estimate 4 Hours	4.00	HR	26.00	HR	104.00
Electrician	TBD	TBD	HR	65.00	HR	TBD
<u>Event Sales &amp; Services</u>						
Event Coordinator	11/12/2022 07:00AM - 04:00PM	1.00	EA	51.50	HR	463.50
<u>Parking</u>						
Parking Attendant	Estimate 8 Hours	8.00	HR	26.00	HR	208.00

# EXHIBIT A

## Event Information

### Safety & Security

Security Attendant - Overnight	11/12/2022 12:00AM - 06:00AM	1.00	EA	26.00	HR	156.00
Security Attendant*	11/12/2022 08:00AM - 03:30PM	3.00	EA	26.00	HR	585.00

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

### Technology

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

Emergency Medical Services**	11/12/2022 08:30AM - 03:30PM	2.00	EA	27.00	HR	378.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.00	HR	263.00	HR	263.00

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

**Total: 3,554.50**

## Summary

Facility Rental Total	\$2,100.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$4,317.50
Refundable Deposit	\$1,500.00

**Grand Total: \$7,917.50**

## Payment Schedule

### Payment Schedule

First Payment

### Due Date

Upon Signing

### Amount

\$7,917.50

**Total: \$7,917.50**

Please Remit Payment in \*Check Only\*

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

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

### ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

### CANNABIS EVENTS

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

### CANOPIES / TENTS

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

# EXHIBIT A

## Event Information

### **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.

### **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, Flying Miz Daisy must comply with request.**

### **STATE FIRE MARSHAL**

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

FORM F-31

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

AGREEMENT NO. **R-128-22**

DATE **June 10, 2022**

FAIRTIME

INTERIM **XX**

### **RENTAL AGREEMENT**

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

#### **WITNESSETH:**

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

**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:

**CALA Shows Inc.**

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

**\$58,448.50**

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.

**CALA Shows Inc.**  
**815 El Oro Lane**  
**Pacific Palisades, CA 90272**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: **Gerry Murtagh, Owner**

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

# EXHIBIT A

Event Information			
Event Name:	CALA Shows Inc.	Contract No:	R-128-22
Contact Person:	Gerry Murtagh	Phone:	(213) 305-6887
Event Date:	08/28/2022 - 08/29/2022	Hours:	Sunday: 9:00 AM - 6:00 PM Monday: 9:00 AM - 5:00 PM
Admission Price:	Private Event		
Vehicle Parking Fee:	\$10.00 General Parking	Projected Attendance:	200

Facility Rental Fees				
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>	
Friday				
Anaheim Building (#16)	08/26/2022 07:00 AM - 07:00 PM	Move In	1,250.00	
Los Alamitos Building (#14)	08/26/2022 07:00 AM - 07:00 PM	Move In	1,600.00	
The Hangar	08/26/2022 10:00 AM - 07:00 PM	Move In	1,900.00	
Saturday				
Anaheim Building (#16)	08/27/2022 07:00 AM - 07:00 PM	Move In	1,250.00	
Los Alamitos Building (#14)	08/27/2022 07:00 AM - 07:00 PM	Move In	1,600.00	
The Hangar	08/27/2022 07:00 AM - 07:00 PM	Move In	1,900.00	
Sunday				
Anaheim Building (#16)	08/28/2022 09:00 AM - 06:00 PM	Event	2,500.00	
Los Alamitos Building (#14)	08/28/2022 09:00 AM - 06:00 PM	Event	3,200.00	
OC Promenade (Span)	08/28/2022 09:00 AM - 06:00 PM	Event	2,500.00	
The Hangar	08/28/2022 09:00 AM - 06:00 PM	Event	3,800.00	
Monday				
Anaheim Building (#16)	08/29/2022 09:00 AM - 05:00 PM	Event	2,500.00	
Los Alamitos Building (#14)	08/29/2022 09:00 AM - 05:00 PM	Event	3,200.00	
OC Promenade (Span)	08/29/2022 09:00 AM - 05:00 PM	Event	2,500.00	
The Hangar	08/29/2022 09:00 AM - 05:00 PM	Event	3,800.00	
Total:			33,500.00	

Hosting of this event in the above specified spaces, Anaheim Building, Los Alamitos Building, OC Promenade, 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 ensure that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.

**Move out must be completed by 11:59 PM Monday - 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	
100 Amp Drop	TBD	TBD EA	180.00	EA	TBD	
Barricade (Plastic)	TBD	TBD EA	15.00	EA	TBD	
Bench (Metal)	TBD	TBD EA	15.00	EA	TBD	
Chair (Individual)	Estimate 387	387.00 EA	2.50	EA	967.50	
Dumpster	Estimate 20	20.00 EA	19.00	EA	380.00	
Electrical Splitter Box	Estimate 6	6.00 EA	55.00	EA	330.00	
Electrical Usage Rate	Estimate Only	1.00 EA	1,500.00	EVT	1,500.00	
Forklift	Estimate 7 Hours	7.00 HR	75.00	HR	525.00	
Hang Tag - 2 Day	TBD	TBD EA	10.00	EA	TBD	
Man Lift	TBD	TBD HR	75.00	HR	TBD	
Gallery Lighting	08/28/2022 - 08/29/2022	2.00 EA	700.00	EA/DAY	2,800.00	
Picnic Table (Rectangular & Round)	Estimate 8	8.00 EA	15.00	EA	120.00	
Portable Electronic Message Board	08/28/2022 - 08/29/2022	2.00 EA	75.00	EA/DAY	300.00	
Public Address System (Per Building)	TBD	TBD EA	75.00	EA/DAY	TBD	



# EXHIBIT A

Event Information						
Scissor Lift	Estimate 10 Hours	10.00	HR	75.00	HR	750.00
Sweeper (In-House)	Estimate 10 Hours	10.00	HR	75.00	HR	750.00
Total:						8,422.50
Reimbursable Personnel and Services Fees						
Description	Date-Time	Units		Rate		Actual
<u>Event Operations</u>						
Set Up						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	31.00	HR	248.00
Grounds Attendant	Estimate 16 Hours	16.00	HR	26.00	HR	416.00
Janitorial Attendant	Estimate 16 Hours	16.00	HR	26.00	HR	416.00
Electrician	Estimate 9 Hours	9.00	HR	65.00	HR	585.00
Event Day						
Grounds Attendant Lead	08/28/2022 08:00AM - 07:00PM	1.00	EA	31.00	HR	341.00
Grounds Attendant	08/28/2022 08:00AM - 07:00PM	3.00	EA	26.00	HR	858.00
Janitorial Attendant	08/28/2022 08:00AM - 07:00PM	6.00	EA	26.00	HR	1,716.00
Electrician	08/28/2022 08:00AM - 07:00PM	1.00	EA	65.00	HR	715.00
Grounds Attendant Lead	08/29/2022 08:00AM - 06:00PM	1.00	EA	31.00	HR	310.00
Grounds Attendant	08/29/2022 08:00AM - 06:00PM	3.00	EA	26.00	HR	780.00
Janitorial Attendant	08/29/2022 08:00AM - 06:00PM	6.00	EA	26.00	HR	1,560.00
Electrician	08/29/2022 08:00AM - 06:00PM	1.00	EA	65.00	HR	650.00
Clean Up						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	31.00	HR	248.00
Grounds Attendant	Estimate 14 Hours	14.00	HR	26.00	HR	364.00
Janitorial Attendant	Estimate 12 Hours	12.00	HR	26.00	HR	312.00
Electrician	Estimate 9 Hours	9.00	HR	65.00	HR	585.00
<u>Event Sales &amp; Services</u>						
Event Coordinator	08/28/2022 08:00AM - 07:00PM	1.00	EA	51.50	HR	566.50
Event Coordinator	08/29/2022 08:00AM - 06:00PM	1.00	EA	51.50	HR	515.00
<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 &amp; Security</u>						
Security Attendant - Overnight	08/27/2022 07:00PM - 08:30AM	1.00	EA	26.00	HR	351.00
Security Attendant	08/28/2022 08:00AM - 06:30PM	4.00	EA	26.00	HR	1,092.00
Security Attendant - Overnight	08/28/2022 06:30PM - 08:00AM	1.00	EA	26.00	HR	351.00
Security Attendant	08/29/2022 08:00AM - 05:30PM	4.00	EA	26.00	HR	988.00
<u>Outside Services</u>						
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Total:						15,026.00

# EXHIBIT A

## Event Information

### Summary

Facility Rental Total	\$33,500.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$23,448.50
Refundable Deposit	\$1,500.00
<b>Grand Total:</b>	<b>\$58,448.50</b>

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment (25% Facility Fee)	<i>Upon Signing</i>	\$8,375.00
Second Payment	06/27/2022	\$25,036.75
Third Payment	07/26/2022	\$25,036.75
<b>Total:</b>		<b>\$58,448.50</b>

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

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

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

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

### 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.

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

### CANOPIES / TENTS

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

### CANS AND GLASS

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

### EVENT PROGRAM POLICIES AND PROCEDURES

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

### EXHIBIT V

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

# EXHIBIT A

## Event Information

### **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, CALA Shows Inc. must comply with request.**

### **STATE FIRE MARSHAL**

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

FORM F-31

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

AGREEMENT NO. **R-129-22**

DATE **June 27, 2022**

FAIRTIME

INTERIM **XX**

### **RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Ultimate Trade Shows & Events, 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 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:

#### **The 45<sup>th</sup> Annual OC Family, Home & Fun Expo**

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

**\$20,786.00**

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.

**Ultimate Trade Shows & Events, Inc.**  
**P.O. Box 986**  
**Riverton, UT 84065**

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

By:\_\_\_\_\_Date:\_\_\_\_\_  
**Title: Sylvia Andersen, Promoter**

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

# EXHIBIT A

## Event Information

<b>Event Name:</b>	The 45th Annual OC Family, Home & Fun Expo	<b>Contract No:</b>	R-129-22
<b>Contact Person:</b>	Sylvia Andersen	<b>Phone:</b>	(801) 599-6664
<b>Event Date:</b>	10/15/2022 - 10/16/2022	<b>Hours:</b>	Saturday: 10:00 AM - 6:00 PM Sunday: 10:00 AM - 5:00 PM
<b>Admission Price:</b>	TBD		
<b>Vehicle Parking Fee:</b>	\$10.00 General Parking	<b>Projected Attendance:</b>	1,000

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Friday</b>			
Los Alamitos Building (#14)	10/14/2022 08:00 AM - 05:00 PM	Move In	1,600.00
<b>Saturday</b>			
Los Alamitos Building (#14)	10/15/2022 10:00 AM - 06:00 PM	Event	3,200.00
<b>Sunday</b>			
Los Alamitos Building (#14)	10/16/2022 10:00 AM - 05:00 PM	Event	3,200.00
<b>Monday</b>			
Los Alamitos Building (#14)	10/17/2022 07:00 AM - 12:00 PM	Move Out	No Charge

**Total: 8,000.00**

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

**Move out must be completed by 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
30 Amp Drop	TBD	TBD EA	50.00 EA	TBD
50 Amp Drop	TBD	TBD EA	70.00 EA	TBD
Cable Ramp	TBD	TBD EA	15.00 EA	TBD
Chair (Individual)	Estimate 2	2.00 EA	2.50 EA	5.00
Dumpster	Estimate 6	6.00 EA	19.00 EA	114.00
Electrical Splitter Box	Estimate 4	4.00 EA	55.00 EA	220.00
Electrical Usage Rate	Estimate Only	1.00 EA	1,000.00 EVT	1,000.00
Forklift	Estimate 7 Hours	7.00 HR	75.00 HR	525.00
Hang Tag - 2 Day	TBD	TBD EA	10.00 EA	TBD
Man Lift	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Marquee Board	10/10/2022 - 10/16/2022	1.00 WK	Included	Included
Picnic Table (Rectangular & Round)	TBD	TBD EA	15.00 EA	TBD
Portable Electronic Message Board	10/15/2022 - 10/16/2022	2.00 EA	75.00 EA/DAY	300.00
Public Address System (Per Building)	10/15/2022 - 10/16/2022	1.00 EA	75.00 EA/DAY	150.00
Scissor Lift	Estimate 4 Hours	4.00 HR	75.00 HR	300.00
Sweeper (In-House)	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Ticket Booth (Double Window)	TBD	TBD EA	100.00 EA	TBD

**Total: 3,064.00**

## Reimbursable Personnel and Services Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Event Operations</b>				
<b>Set Up</b>				
Grounds Attendant	Estimate 5 Hours	5.00 HR	26.00 HR	130.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	26.00 HR	104.00
Electrician	Estimate 2 Hours	2.00 HR	65.00 HR	130.00

# EXHIBIT A

Event Information						
<b>Event Day</b>						
Grounds Attendant Lead	10/15/2022 09:00AM - 07:00PM	1.00	EA	31.00	HR	310.00
Grounds Attendant	10/15/2022 09:00AM - 07:00PM	1.00	EA	26.00	HR	260.00
Janitorial Attendant	10/15/2022 09:00AM - 07:00PM	2.00	EA	26.00	HR	520.00
Electrician	10/15/2022 09:00AM - 07:00PM	1.00	EA	65.00	HR	650.00
Grounds Attendant Lead	10/16/2022 09:00AM - 06:00PM	1.00	EA	31.00	HR	279.00
Grounds Attendant	10/16/2022 09:00AM - 06:00PM	1.00	EA	26.00	HR	234.00
Janitorial Attendant	10/16/2022 09:00AM - 06:00PM	2.00	EA	26.00	HR	468.00
Electrician	10/16/2022 09:00AM - 06:00PM	1.00	EA	65.00	HR	585.00
<b>Clean Up</b>						
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 7 Hours	7.00	HR	26.00	HR	182.00
Electrician	Estimate 2 Hours	2.00	HR	65.00	HR	130.00
<b><u>Event Sales &amp; Services</u></b>						
Event Coordinator	10/15/2022 09:00AM - 07:00PM	1.00	EA	51.50	HR	515.00
Event Coordinator	10/16/2022 09:00AM - 06:00PM	1.00	EA	51.50	HR	463.50
<b><u>Parking</u></b>						
Parking Attendant Lead	Estimate 6 Hours	6.00	HR	31.00	HR	186.00
Parking Attendant	Estimate 12 Hours	12.00	HR	26.00	HR	312.00
<b><u>Safety &amp; Security</u></b>						
Security Attendant	10/15/2022 09:00AM - 06:30PM	2.00	EA	26.00	HR	494.00
Security Attendant	10/16/2022 09:00AM - 05:30PM	2.00	EA	26.00	HR	442.00
<b><u>Technology</u></b>						
Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00
<b><u>Outside Services</u></b>						
Emergency Medical Services	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
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
<b>Total:</b>						<b>8,222.00</b>

## Summary

Facility Rental Total	\$8,000.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$11,286.00
Refundable Deposit	\$1,500.00
<b>Grand Total:</b>	<b>\$20,786.00</b>

## Payment Schedule

<b><u>Payment Schedule</u></b>	<b><u>Due Date</u></b>	<b><u>Amount</u></b>
First Payment	<i>Upon Signing</i>	\$6,928.75
Second Payment	08/15/2022	\$6,928.75
Third Payment	09/15/2022	\$6,928.50
<b>Total:</b>		<b>\$20,786.00</b>

# EXHIBIT A

## Event Information

Please Remit Payment in \*Check Only\*

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

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

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

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

### **CANNABIS EVENTS**

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

### **CANOPIES / TENTS**

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

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

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

### **EXHIBIT V**

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

### **GLASS**

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

### **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, Ultimate Trade Shows & Events, Inc. must comply with request.**

### STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-130-22**

REVIEWED \_\_\_\_\_

DATE **August 14, 2022**

FAIRTIME

INTERIM **XX**

APPROVED \_\_\_\_\_

### **RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **EQ Graze+** 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 1 - December 31, 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:

### **Horse Feed Storage Location**

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

**\$6,000.00**

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

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

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.
11. Renter 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.

**EQ Graze+**  
**1278 Glenneyre Street, Ste 444**  
**Laguna Beach, CA 92651**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: **Jennifer Hernandez, Owner**

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

# EXHIBIT A

Event Information			
<b>Event Name:</b>	Horse Feed Storage Location	<b>Contract No:</b>	R-130-22
<b>Contact Person:</b>	Jennifer Hernandez	<b>Phone:</b>	(949) 204-4021
<b>Event Date:</b>	07/01/2022 - 12/31/2022	<b>Hours:</b>	All Day Storage
<b>Vehicle Parking Fee:</b>	No Charge		

Facility Rental Fee			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Parking Lot G	07/01/2022 - 12/31/2022	Event	7,200.00
			<b>7,200.00</b>

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

Move out must be completed by 11:59 PM on Saturday - December 31, 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
Dumpster	TBD	TBD	EA	19.00	EA	TBD
Electrical Splitter Box	Estimate 1	1.00	EA	55.00	EA	Included R-123-20
Forklift	TBD	TBD	HR	75.00	HR	TBD
Sweeper (In-House)	TBD	TBD	HR	75.00	HR	TBD
				<b>Total:</b>		<b>0.00</b>

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
<b>Clean Up</b>						
Grounds Attendant	TBD	TBD	HR	26.00	HR	TBD
Janitorial Attendant	TBD	TBD	HR	26.00	HR	TBD
Electrician	TBD	TBD	HR	65.00	HR	TBD
<u>Safety &amp; Security</u>						
Security Attendant	TBD	TBD	HR	26.00	HR	TBD
Total:						0.00

Summary		
Facility Rental Total		\$7,200.00
Facility Rental Credit (sewer related damage reimbursement)		(\$1,200.00)
Estimated Equipment, Reimbursable Personnel and Services Total		\$0.00
Refundable Deposit (Paid on R-123-20)		\$0.00
	<b>Grand Total:</b>	<b>\$6,000.00</b>

Payment Schedule		
<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$6,000.00
	<b>Total:</b>	<b>\$6,000.00</b>

Please Remit Payment in \*Check Only\*

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

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

# EXHIBIT A

## Event Information

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

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

### **CANNABIS EVENTS**

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

### **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.

### **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.

### **RENEWAL OF LEASE**

Upon contract not being renewable, the tenant will be given sixty (60) days notice to move off of the property.

### **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, EQ Graze+ must comply with request.**

### **STATE FIRE MARSHAL**

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

FORM F-31

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

AGREEMENT NO. **R-131-22**

DATE **June 23, 2022**

FAIRTIME **XX**

INTERIM

### **RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Rubrik, 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 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:

#### **Rubrik Dinner at OC Fair**

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

**\$702.00**

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

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

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

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

**Rubrik, Inc.**  
**3495 Deer Creek Road**  
**Palo Alto, CA 94304**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: **Kimberly Beck, Field Marketing Specialist**

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

# EXHIBIT A

Event Information			
<b>Event Name:</b>	Rubrik Dinner at OC Fair	<b>Contract No:</b>	R-131-22
<b>Contact Person:</b>	Kimberly Beck	<b>Phone:</b>	(775) 230-3580
<b>Event Date:</b>	08/04/2022	<b>Hours:</b>	5:00 PM - 9:00 PM

<b>Admission Price:</b>	Group Order purchased through Tandem		
<b>Vehicle Parking Fee:</b>	\$10.00 General Parking	<b>Projected Attendance:</b>	50

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Thursday			
Club OC Plaza Pacifica West	08/04/2022 05:00 PM - 09:00 PM	Event	500.00
<b>Note:</b> Fair opens at 11:00 AM			<b>Total: 500.00</b>

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

Move out must be completed by 9:00 PM Thursday - August 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>
Dumpster	Estimate 2	2.00 EA	19.00 EA	38.00
<b>Total:</b>				<b>38.00</b>

Reimbursable Personnel and Services Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Event Operations</b>				
<b>Post Event Clean Up</b>				
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
<b>Insurance (see Exhibit D)</b>				
Special Event Liability Insurance (S.E.L.I.)	08/04/2022	1.00 EA	60.00 EA/DAY	60.00
<b>Total:</b>				<b>164.00</b>

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

Payment Schedule		
<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$702.00
<b>Total:</b>		<b>\$702.00</b>

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

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

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

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



# EXHIBIT A

## Event Information

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

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

### **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, Rubrik, Inc. must comply with request.

### **STATE FIRE MARSHAL**

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

FORM F-31

AGREEMENT NO. **R-132-22**

REVIEWED \_\_\_\_\_

DATE **June 26, 2022**

FAIRTIME **XX**

INTERIM

APPROVED \_\_\_\_\_

### **RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Gourmet Foods 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

**August 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:

**Gourmet Foods LLC.**

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.

**Gourmet Foods LLC.  
2910 East Harcourt Street  
Rancho Dominguez, CA 90221**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Mitch Rosen, Chief Financial Officer**

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

# EXHIBIT A

Event Information			
Event Name:	Gourmet Foods LLC.	Contract No:	R-132-22
Contact Person:	Mitch Rosen	Phone:	(213) 705-4435
Event Date:	08/13/2022	Hours:	11:00 AM - 3:00 PM

Admission Price:	Group Order purchased through Tandem		
Vehicle Parking Fee:	\$10.00 General Parking	Projected Attendance:	300

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	08/13/2022 11:00 AM - 3:00 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 - August 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>
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>
<u>Event Operations</u>				
<u>Post Event Clean Up</u>				
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
<u>Insurance (see Exhibit D)</u>				
Special Event Liability Insurance (S.E.L.I.)	08/13/2022	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	07/13/2022	\$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, Gourmet Foods LLC. must comply with request.

### **STATE FIRE MARSHAL**

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

REVIEWED \_\_\_\_\_

DATE **July 22, 2022**

FAIRTIME

INTERIM **XX**

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **NAIOP SoCal** 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 5 - 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:

**NAIOP SoCal - Night at the Fights**

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

**\$34,664.00**

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.

**NAIOP SoCal**  
**918 East Santa Ana Boulevard**  
**Santa Ana, CA 92701**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: Timothy Jemal, CEO

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

# EXHIBIT A

## Event Information

<b>Event Name:</b>	NAIOP SoCal - Night at the Fights	<b>Contract No:</b>	R-133-22
<b>Contact Person:</b>	Ryan Zynger	<b>Phone:</b>	(310) 880-8386
<b>Event Date:</b>	10/06/2022	<b>Hours:</b>	Cocktail Hour: 5:00 PM - 7:00 PM Dinner & Fights: 7:00 PM - 9:00 PM Casino & Cigar Lounge: 9:00 PM - 12:00 AM
<b>Admission Price:</b>	TBD ( <i>Private Event</i> )		
<b>Vehicle Parking Fee:</b>	Parking Buyout ( <i>See Summary</i> )	<b>Projected Attendance:</b>	900

## Facility Rental Fee

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Wednesday</b>			
Festival Field Asphalt	10/05/2022 08:00 AM - 05:00 PM	Move In	1,800.00
The Hangar	10/05/2022 08:00 AM - 05:00 PM	Move In	1,900.00
<b>Thursday</b>			
Festival Field Asphalt	10/06/2022 05:00 PM - 12:00 AM	Event	3,600.00
¼ Main Mall ( <i>Cigar Lounge</i> )	10/06/2022 05:00 PM - 12:00 AM	Event	450.00
The Hangar	10/06/2022 05:00 PM - 12:00 AM	Event	3,800.00
<b>Friday</b>			
Festival Field Asphalt	10/07/2022 07:00 AM - 11:59 AM	Move Out	No Charge
The Hangar	10/07/2022 07:00 AM - 11:59 AM	Move Out	No Charge

**Total: 11,550.00**

Hosting of this event in the above specified spaces, Festival Field Asphalt, Main Mall 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.

**Move out must be completed by 11:59 AM Friday - October 7, 2022 to avoid additional charges.**

## Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
20 Amp Drop	Estimate 1	1.00 EA	25.00 EA	25.00
50 Amp Drop	TBD	TBD EA	70.00 EA	TBD
100 Amp Drop	Estimate 1	1.00 EA	180.00 EA	180.00
200 Amp Drop	Estimate 1	1.00 EA	360.00 EA	360.00
Barricade (Metal)	TBD	TBD EA	15.00 EA	TBD
Cable Ramp	Estimate 30	30.00 EA	15.00 EA	450.00
Chair (Individual)	Estimate 30	30.00 EA	2.50 EA	75.00
Dumpster	Estimate 8	8.00 EA	19.00 EA	152.00
Electrical Splitter Box	Estimate 8	8.00 EA	55.00 EA	440.00
Electrical Usage Rate	Estimate Only	1.00 EA	575.00 EVT	575.00
Forklift	Estimate 4 Hours	4.00 HR	75.00 HR	300.00
Portable Electronic Message Board	10/06/2022	2.00 EA	75.00 EA/DAY	150.00
Projector (12,000 Lumens)	10/06/2022	1.00 EA	3,000.00 EA/DAY	3,000.00
Projector Screen in Hangar	10/06/2022	1.00 EA	300.00 EA/DAY	300.00
Sweeper (In-House)	Estimate 7 Hours	7.00 HR	75.00 HR	525.00

**Total: 6,532.00**

## Reimbursable Personnel and Services Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Event Operations</b>				
<b>Set Up</b>				
Grounds Attendant 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 8 Hours	8.00 HR	65.00 HR	520.00



# EXHIBIT A

## Event Information

### Event Day

Grounds Attendant Lead	10/06/2022 04:00PM - 01:00AM	1.00	EA	31.00	HR	279.00
Grounds Attendant	10/06/2022 04:00PM - 01:00AM	2.00	EA	26.00	HR	468.00
Janitorial Attendant	10/06/2022 04:00PM - 01:00AM	3.00	EA	26.00	HR	702.00
Electrician	10/06/2022 04:00PM - 01:00AM	1.00	EA	65.00	HR	585.00

### Clean Up

Grounds Attendant Lead	Estimate 10 Hours	10.00	HR	31.00	HR	310.00
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 8 Hours	8.00	HR	65.00	HR	520.00

### Event Sales & Services

Event Coordinator	10/06/2022 04:00PM - 01:00AM	1.00	EA	51.50	HR	463.50
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### Parking

Parking Attendant Lead	10/06/2022 04:00PM - 01:00AM	1.00	EA	31.00	HR	279.00
Parking Attendant	10/06/2022 04:00PM - 01:00AM	4.00	EA	26.00	HR	936.00

### Safety & Security

Security Attendant - Overnight	10/05/2022 08:00PM - 08:00AM	1.00	EA	26.00	HR	312.00
Security Attendant Lead	10/06/2022 04:00PM - 12:30AM	1.00	EA	31.00	HR	263.50
Security Attendant	10/06/2022 04:00PM - 12:30AM	6.00	EA	26.00	HR	1,326.00

### Technology

Technology Attendant	10/06/2022 04:00PM - 01:00AM	1.00	EA	51.50	HR	463.50
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### Outside Services

Emergency Medical Services	10/06/2022 04:30PM - 12:30AM	2.00	EA	27.00	HR	432.00
Sound Engineer	10/06/2022	1.00	EA	800.00	EA/DAY	800.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50

**Total: 10,082.00**

### Summary

Facility Rental Total	\$11,550.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$16,614.00
Parking Buyout (Based upon 500 vehicles at \$10.00 per vehicle)	\$5,000.00
Refundable Deposit	\$1,500.00

**Grand Total: \$34,664.00**

### Payment Schedule

#### Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment - (25% of Facility Fee)	Upon Signing	\$2,887.50
Second Payment	08/12/2022	\$15,888.25
Third Payment	09/06/2022	\$15,888.25

**Total: \$34,664.00**

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.

### **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.

### **GLASS**

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

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

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

### **PROPANE**

All propane equipment must be located at least twenty feet (20') from all buildings, tents and structures.

### **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

### RIGGING

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

### 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, NAIOP SoCal must comply with request.**

### STATE FIRE MARSHAL

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

### TEMPORARY STRUCTURES

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

FORM F-31

AGREEMENT NO. **R-134-22**

DATE **July 1, 2022**

REVIEWED \_\_\_\_\_

FAIRTIME

INTERIM **XX**

APPROVED \_\_\_\_\_

### **RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Deborah Stowell-Buffkin** 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 1 - 2, 2022**

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

#### **See Exhibit A**

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

#### **SHHS 72': 50<sup>th</sup> Reunion**

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

**\$4,815.50**

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" "D" "E" "F" and "V" attached to this Agreement and incorporated by these references.
8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force

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

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

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

**Deborah Stowell-Buffkin**  
**9172 Aloha Drive**  
**Huntington Beach, CA 92646**

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

By \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Deborah Stowell-Buffkin, Event Planner**

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

# EXHIBIT A

Event Information				
Event Name:	SHHS '72: 50 <sup>th</sup> Reunion	Contract No:	R-134-22	
Contact Person:	Deborah Stowell-Buffkin	Phone:	(714) 262-6732	
Event Date:	10/01/2022	Hours:	5:00 PM - 10:00 PM	
Vehicle Parking Fee:	No Charge ( <i>Private Event</i> )	Projected Attendance:	100	

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Saturday			
Millennium Barn	10/01/2022 07:00 AM - 05:00 PM	Move In	No Charge
Millennium Barn	10/01/2022 05:00 PM - 10:00 PM	Event	1,200.00
Sunday			
Millennium Barn	10/02/2022 06:00 AM - 09:00 AM	Move Out	No Charge
Total:			1,200.00

Hosting of this event in the above specified space, Millennium Barn, 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 9:00 AM Sunday - October 2, 2022 to avoid additional charges.

Estimated Equipment Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Dumpster	Estimate 2	2.00 EA	19.00 EA	38.00
Electrical Usage Rate	Estimate Only	1.00 EA	250.00 EVT	250.00
Forklift	TBD	TBD HR	75.00 HR	TBD
Scissor Lift	TBD	TBD HR	75.00 HR	TBD
Straw Bale	TBD	TBD EA	5.00 EA	TBD
Sweeper (In-House)	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
<b>Total:</b>			<b>438.00</b>	

Reimbursable Personnel and Services Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b><u>Event Operations</u></b>				
<b>Set Up</b>				
Grounds Attendant	Estimate 10 Hours	10.00 HR	26.00 HR	260.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	26.00 HR	104.00
Electrician	TBD	TBD HR	65.00 HR	TBD
<b>Event Day</b>				
Grounds Attendant Lead	10/01/2022 04:00PM - 11:00PM	1.00 EA	31.00 HR	217.00
Janitorial Attendant	10/01/2022 04:00PM - 11:00PM	2.00 EA	26.00 HR	364.00
<b>Clean Up</b>				
Grounds Attendant Lead	Estimate 10 Hours	10.00 HR	31.00 HR	310.00
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	TBD	TBD HR	65.00 HR	TBD
<b><u>Event Sales &amp; Services</u></b>				
Event Coordinator	10/01/2022 04:00PM - 11:00PM	1.00 EA	51.50 HR	360.50
<b><u>Safety &amp; Security</u></b>				
Security Attendant	10/01/2022 04:00PM - 10:30PM	2.00 EA	26.00 HR	338.00
<b><u>Insurance</u></b>				
S.E.L.I. Insurance	10/01/2022	1.00 EA	60.00 EA/DAY	60.00

Due to S.E.L.I. coverage expiration, move out must be completed by 9:00 AM on Sunday - October 2, 2022.

**Total: 2,377.50**

# EXHIBIT A

## Event Information

### Summary

Facility Rental Total	\$1,200.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$2,815.50
Refundable Deposit	\$800.00
<b>Grand Total:</b>	<b>\$4,815.50</b>

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	<i>Upon Signing</i>	\$2,407.75
Second Payment	09/01/2022	\$2,407.75
<b>Total:</b>		<b>\$4,815.50</b>

Please Remit Payment in \*Check Only\*

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

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

### ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

### 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.

# 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, Deborah Stowell-Buffkin must comply with request.

### STATE FIRE MARSHAL

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



FORM F-31

AGREEMENT NO. **R-135-22**

REVIEWED \_\_\_\_\_

DATE **July 28, 2022**

FAIRTIME

APPROVED \_\_\_\_\_

INTERIM **XX**

### **RENTAL AGREEMENT**

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

#### **WITNESSETH:**

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

**September 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:

#### **California Connections Academy Fall Festival**

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

**\$16,853.00**

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

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

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

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

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

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: **Richie Romero, Executive Director**

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

# EXHIBIT A

Event Information			
<b>Event Name:</b>	California Connections Academy Fall Festival	<b>Contract No:</b>	R-135-22
		<b>Phone:</b>	(949) 328-6460
<b>Contact Person:</b>	Kimberley Benumof	<b>Hours:</b>	10:00 AM - 2:00 PM
<b>Event Date:</b>	09/29/2022		
<b>Admission Price:</b>	No Charge ( <i>Private Event</i> )		
<b>Vehicle Parking Fee:</b>	\$10.00 General Parking	<b>Projected Attendance:</b>	1,200

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Thursday</b>			
Country Meadows	09/29/2022 07:00 AM - 10:00 AM	Move In	No Charge
Huntington Beach Building (#12)	09/29/2022 07:00 AM - 10:00 AM	Move In	No Charge
Santa Ana Pavilion (Parade of Products)	09/29/2022 07:00 AM - 10:00 PM	Move In	No Charge
Country Meadows	09/29/2022 10:00 AM - 02:00 PM	Event	2,000.00
Huntington Beach Building (#12)	09/29/2022 10:00 AM - 02:00 PM	Event	3,600.00
Santa Ana Pavilion (Parade of Products)	09/29/2022 10:00 AM - 02:00 PM	Event	2,200.00
<b>Total:</b>			<b>7,800.00</b>

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

Move out must be completed by 11:59 PM Thursday - September 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>
25 MB Internet - Hard Line	09/29/2022	1.00 EA		250.00 EA/DAY	250.00
Chair (Individual)	Estimate 100	100.00 EA		2.50 EA	250.00
Dumpster	Estimate 8	8.00 EA		19.00 EA	152.00
Electrical Splitter Box	Estimate 4	4.00 EA		55.00 EA	220.00
Electrical Usage Rate	Estimate Only	1.00 EA		350.00 EVT	350.00
Forklift	Estimate 10 Hours	10.00 HR		75.00 HR	750.00
Hang Tag - 1 Day	Estimate 150	150.00 EA		5.00 EA	750.00
Picnic Table (Rectangular & Round)	Estimate 40	40.00 EA		15.00 EA	600.00
Portable Electronic Message Board	09/29/2022	2.00 EA		75.00 EA/DAY	150.00
Sweeper (In-House)	Estimate 2 Hours	2.00 HR		75.00 HR	150.00
Wireless Internet Router	Estimate 2	2.00 EA		75.00 EA	150.00
<b>Total:</b>					<b>3,772.00</b>

Reimbursable Personnel and Services Fees					
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>	<u>Actual</u>
<b>Event Operations</b>					
<b>Set Up</b>					
Grounds Attendant	Estimate 8 Hours	8.00 HR		26.00 HR	208.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR		26.00 HR	104.00
Electrician	Estimate 2 Hours	2.00 HR		65.00 HR	130.00
<b>Event Day</b>					
Grounds Attendant Lead	09/29/2022 09:00AM - 03:00PM	1.00 EA		31.00 HR	186.00
Grounds Attendant	09/29/2022 09:00AM - 03:00PM	1.00 EA		26.00 HR	156.00
Janitorial Attendant	09/29/2022 09:00AM - 03:00PM	4.00 EA		26.00 HR	624.00

# EXHIBIT A

## Event Information

### Clean Up

Grounds Attendant Lead	Estimate 4 Hours	4.00	HR	31.00	HR	124.00
Grounds Attendant	Estimate 8 Hours	8.00	HR	26.00	HR	208.00
Janitorial Attendant	Estimate 4 Hours	4.00	HR	26.00	HR	104.00
Electrician	Estimate 1 Hour	1.00	HR	65.00	HR	65.00

### Event Sales & Services

Event Coordinator	09/29/2022 09:00AM - 03:00PM	1.00	EA	51.50	HR	309.00
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### Parking

Parking Attendant	Estimate 5 Hours	5.00	HR	26.00	HR	130.00
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### Safety & Security

Security Attendant Lead	09/29/2022 09:00AM - 02:30PM	1.00	EA	31.00	HR	170.50
Security Attendant (Bag Checks)	09/29/2022 09:00AM - 01:00PM	3.00	EA	26.00	HR	312.00
Security Attendant	09/29/2022 09:00AM - 02:30PM	2.00	EA	26.00	HR	286.00

### Technology

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

Emergency Medical Services	09/29/2022 09:30AM - 02:30PM	2.00	EA	27.00	HR	270.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50

**Total: 3,781.00**

### Summary

Facility Rental Total	\$7,800.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$7,553.00
Refundable Deposit	\$1,500.00

**Grand Total: \$16,853.00**

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment - (25% of Facility Fee)	<i>Upon Signing</i>	\$1,950.00
Second Payment	08/29/2022	\$14,903.00

**Total: \$16,853.00**

**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.

# EXHIBIT A

## Event Information

### **ALCOHOL**

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

### **CANNABIS EVENTS**

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

### **CANOPIES / TENTS**

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

### **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.

### **OUTSIDE FOOD & BEVERAGE**

Spectra agrees to allow California Connections Academy Southern California attendees to bring in outside food and beverage. Glass bottles and cans brought on the grounds by attendees is strictly prohibited. Spectra will have concessions food and beverage services available for attendees.

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

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

### **RECYCLING / SB 1383**

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

# EXHIBIT A

## Event Information

### **SOUND ORDINANCE**

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

### **STATE FIRE MARSHAL**

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

FORM F-31

AGREEMENT NO. **R-136-22**

REVIEWED \_\_\_\_\_

DATE **July 7, 2022**

FAIRTIME **XX**

INTERIM

APPROVED \_\_\_\_\_

### **RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Waxie Sanitary Supply** 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 24, 2022**

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

**See Exhibit A**

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

#### **Waxie Sanitary Supply Summer 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.

**Waxie Sanitary Supply**  
**3220 South Fairview Street**  
**Santa Ana, CA 92704**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: **Jennifer Arroyo, Human Resources Admin**

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



# EXHIBIT A

## Event Information

<b>Event Name:</b>	Waxie Sanitary Supply Summer Picnic	<b>Contract No:</b>	R-136-22
<b>Contact Person:</b>	Jennifer Arroyo	<b>Phone:</b>	(562) 448-8873
<b>Event Date:</b>	07/24/2022	<b>Hours:</b>	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>
<b>Sunday</b>			
Club OC Plaza Pacifica West	07/24/2022 11:00 AM - 3:00 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 - July 24, 2022 to avoid additional charges.

## Estimated Equipment Fees

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

## Reimbursable Personnel and Services Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Event Operations</b>				
<b>Post Event Clean Up</b>				
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
<b>Insurance (see Exhibit D)</b>				
Special Event Liability Insurance (S.E.L.I.)	07/24/2022	1.00 EA	105.00 EA/DAY	105.00
<b>Total:</b>				<b>209.00</b>

## Summary

Facility Rental Total	\$500.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$247.00
<b>Grand Total:</b>	<b>\$747.00</b>

## Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$747.00
<b>Total:</b>		<b>\$747.00</b>

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

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

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

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

# EXHIBIT A

## Event Information

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

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

### **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, Waxie Sanitary Supply must comply with request.**

### **STATE FIRE MARSHAL**

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

FORM F-31

AGREEMENT NO. **R-137-22**

REVIEWED \_\_\_\_\_

DATE **July 13, 2022**

FAIRTIME **XX**

INTERIM

APPROVED \_\_\_\_\_

### **RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Synchrony** 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 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:

#### **Synchrony Summer Family Fun Day**

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.

**Synchrony**  
**555 Anton Boulevard, Ste. 700**  
**Costa Mesa, CA 92626**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Kelly Haggard, V.P. Channel Innovation**  
**and Optimization**

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

# EXHIBIT A

Event Information			
<b>Event Name:</b>	Synchrony Summer Family Fun Day	<b>Contract No:</b>	R-137-22
<b>Contact Person:</b>	Kelly Haggard	<b>Phone:</b>	(714) 514-2480
<b>Event Date:</b>	08/05/2022	<b>Hours:</b>	11:00 AM - 3:00 PM

<b>Admission Price:</b>	Group Order purchased through Tandem		
<b>Vehicle Parking Fee:</b>	\$10.00 General Parking	<b>Projected Attendance:</b>	225

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Friday</b>			
Club OC Plaza Pacifica West	08/05/2022 11:00 AM - 3:00 PM	Event	500.00
<b>Note:</b> Fair opens at 11:00 AM			<b>Total: 500.00</b>

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 Friday - August 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>
Dumpster	Estimate 2	2.00 EA	19.00 EA	38.00
<b>Total:</b>				<b>38.00</b>

Reimbursable Personnel and Services Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Event Operations</b>				
<b>Post Event Clean Up</b>				
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
<b>Insurance (see Exhibit D)</b>				
Special Event Liability Insurance (S.E.L.I.)	08/05/2022	1.00 EA	105.00 EA/DAY	105.00
<b>Total:</b>				<b>209.00</b>

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

Payment Schedule		
<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$747.00
<b>Total:</b>		<b>\$747.00</b>

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

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

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

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

# EXHIBIT A

## Event Information

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

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

### **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, Synchrony must comply with request.

### **STATE FIRE MARSHAL**

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

FORM F-31

AGREEMENT NO. **R-138-22**

REVIEWED \_\_\_\_\_

DATE **July 14, 2022**

FAIRTIME **XX**

INTERIM

APPROVED \_\_\_\_\_

### **RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Eide Bailly** 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 14, 2022**

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

**See Exhibit A**

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

**Eide Bailly 2022 Family Summer 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.

**Eide Bailly**  
**17501 17<sup>th</sup> Street, Ste. 100**  
**Tustin, CA 92780**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: **Steve Williams, Managing Partner**

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



# EXHIBIT A

Event Information			
<b>Event Name:</b>	Eide Bailly 2022 Family Summer Picnic	<b>Contract No:</b>	R-138-22
<b>Contact Person:</b>	Noelle Fogg	<b>Phone:</b>	(657) 279-3316
<b>Event Date:</b>	08/14/2022	<b>Hours:</b>	11:00 AM - 3:00 PM

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

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Sunday</b>			
Club OC Plaza Pacifica West	08/14/2022 11:00 AM - 3:00 PM	Event	500.00
<b>Note:</b> Fair opens at 11:00 AM			<b>Total: 500.00</b>

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 14, 2022 to avoid additional charges.

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

Reimbursable Personnel and Services Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Event Operations</b>				
<b>Post Event Clean Up</b>				
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
<b>Insurance (see Exhibit D)</b>				
Special Event Liability Insurance (S.E.L.I.)	08/14/2022	1.00 EA	105.00 EA/DAY	105.00
<b>Total:</b>				<b>209.00</b>

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

Payment Schedule		
<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$747.00
<b>Total:</b>		<b>\$747.00</b>

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

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

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

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

# EXHIBIT A

## Event Information

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

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

### **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, Eide Bailly must comply with request.

### **STATE FIRE MARSHAL**

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

FORM F-31

AGREEMENT NO. **R-139-22**

REVIEWED \_\_\_\_\_

DATE **July 14, 2022**

FAIRTIME **XX**

INTERIM

APPROVED \_\_\_\_\_

### **RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Blue Bowl Superfoods 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

**July 28, 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:

### **Blue Bowl Superfoods Summer 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.

**Blue Bowl Superfoods LLC**  
**4150 McGowen Street, Unit # 6**  
**Long Beach, CA 90808**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: **Ismael Lozano, Chief Operating Officer**

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

# EXHIBIT A

Event Information			
<b>Event Name:</b>	Blue Bowl Superfoods Summer Picnic	<b>Contract No:</b>	R-139-22
<b>Contact Person:</b>	Ish Lozano	<b>Phone:</b>	(760) 646-6876
<b>Event Date:</b>	07/28/2022	<b>Hours:</b>	5:00 PM - 9:00 PM

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

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Thursday			
Club OC Plaza Pacifica West	07/28/2022 5:00 PM - 9:00 PM	Event	500.00
<b>Note:</b> Fair opens at 11:00 AM			<b>Total: 500.00</b>

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 9:00 PM Thursday - July 28, 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
<b>Total:</b>				<b>38.00</b>

Reimbursable Personnel and Services Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Event Operations</b>				
<b>Post Event Clean Up</b>				
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
<b>Insurance (see Exhibit D)</b>				
Special Event Liability Insurance (S.E.L.I.)	07/28/2022	1.00 EA	105.00 EA/DAY	105.00
<b>Total:</b>				<b>209.00</b>

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

Payment Schedule		
<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$747.00
<b>Total:</b>		<b>\$747.00</b>

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

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

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

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

# EXHIBIT A

## Event Information

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

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

### **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, Blue Bowl Superfoods LLC must comply with request.**

### **STATE FIRE MARSHAL**

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

REVIEWED \_\_\_\_\_

DATE **July 15, 2022**FAIRTIME **XX**

INTERIM

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **CBIZ & Mayer Hoffman McCann P.C.** 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:

**CBIZ & Mayer Hoffman McCann P.C. Summer Picnic**

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

**\$702.00**

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

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

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

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

**CBIZ & Mayer Hoffman McCann P.C.**  
**2301 Dupont Drive, Suite 200**  
**Irvine, CA 92612**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: Gary Fujita, Director

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



# EXHIBIT A

Event Information			
<b>Event Name:</b>	CBIZ & Mayer Hoffman McCann P.C. Summer Picnic	<b>Contract No:</b>	R-140-22
<b>Contact Person:</b>	Gary Y. Fujita	<b>Phone:</b>	(949) 275-6546
<b>Event Date:</b>	07/30/2022	<b>Hours:</b>	5:00 PM - 9:00 PM
<b>Admission Price:</b>	Group Order purchased through Tandem		
<b>Vehicle Parking Fee:</b>	\$10.00 General Parking	<b>Projected Attendance:</b>	50

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Saturday</b>			
Club OC Plaza Pacifica West	07/30/2022 5:00 PM - 9:00 PM	Event	500.00
<b>Note:</b> Fair opens at 11:00 AM			<b>Total: 500.00</b>

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

Move out must be completed by 9:00 PM Saturday - July 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
<b>Total:</b>				<b>38.00</b>

Reimbursable Personnel and Services Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Event Operations</b>				
<b>Post Event Clean Up</b>				
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
<b>Insurance (see Exhibit D)</b>				
Special Event Liability Insurance (S.E.L.I.)	07/30/2022	1.00 EA	60.00 EA/DAY	60.00
<b>Total:</b>				<b>164.00</b>

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

Payment Schedule		
<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$702.00
<b>Total:</b>		<b>\$702.00</b>

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

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

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

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

# EXHIBIT A

## Event Information

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

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

### **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, CBIZ & Mayer Hoffman McCann P.C. must comply with request.**

### **STATE FIRE MARSHAL**

Event footprint capacity will be determined by State Fire Marshal. CBIZ & Mayer Hoffman McCann P.C. must comply with all California State Fire Codes. If State Fire Marshal requires changes to event layout, CBIZ & Mayer Hoffman McCann P.C. must execute changes within the specified timeframe.

FORM F-31

AGREEMENT NO. **R-141-22 REVISED**

REVIEWED \_\_\_\_\_

DATE **August 4, 2022**

FAIRTIME **XX**

INTERIM

APPROVED \_\_\_\_\_

### **RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Canon Solutions America** 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 12, 2022**

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

### **See Exhibit A**

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

### **Canon Solutions America 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.

**Canon Solutions America  
One Canon Park  
Melville, NY 11747**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: **Peter Kowalczyk, President**

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

# EXHIBIT A

Event Information			
<b>Event Name:</b>	Canon Solutions America Picnic	<b>Contract No:</b>	R-141-22 REVISED
<b>Contact Person:</b>	Ira Kargauer	<b>Phone:</b>	(631) 330-5832
<b>Event Date:</b>	08/12/2022	<b>Hours:</b>	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>
<b>Friday</b>			
Club OC Plaza Pacifica West	08/12/2022 11:00 AM - 3:00 PM	Event	500.00
<b>Note:</b> Fair opens at 11:00 AM			<b>Total: 500.00</b>

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

Move out must be completed by 3:00 PM Friday - August 12, 2022 to avoid additional charges.

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

Reimbursable Personnel and Services Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Event Operations</b>				
<b>Post Event Clean Up</b>				
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
<b>Insurance (see Exhibit D)</b>				
Special Event Liability Insurance (S.E.L.I.)	08/12/2022	1.00 EA	105.00 EA/DAY	105.00
<b>Total:</b>				<b>209.00</b>

## Summary

Facility Rental Total	\$500.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$247.00
<b>Grand Total:</b>	<b>\$747.00</b>

## Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$747.00
<b>Total:</b>		<b>\$747.00</b>

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

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

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

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

# EXHIBIT A

## Event Information

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

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

### **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, Canon Solutions America must comply with request.**

### **STATE FIRE MARSHAL**

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

FORM F-31

AGREEMENT NO. **R-142-22**

REVIEWED \_\_\_\_\_

DATE **August 5, 2022**

FAIRTIME

INTERIM **XX**

APPROVED \_\_\_\_\_

### **RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Sugar Plum Festivals** 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 7 - 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:

#### **Sugar Plum Arts & Crafts Festivals**

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

**\$41,483.25**

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.

**Sugar Plum Festivals**  
**2005 Palo Verde Avenue, Suite 318**  
**Long Beach, CA 90815**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Camilla Richter, Promoter**

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



# EXHIBIT A

Event Information			
Event Name:	Sugar Plum Arts & Crafts Festivals	Contract No:	R-142-22
Contact Person:	Camilla Richter	Phone:	(562) 598-0857
Event Date:	11/10/2022 - 11/12/2022	Hours:	Thursday & Friday: 9:00 AM - 7:00 PM Saturday: 9:00 AM - 4:00 PM
Admission Price:	Free		
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>
<b>Monday</b>			
Costa Mesa Building (#10)	11/07/2022 03:00 PM - 10:00 PM	Move In	2,300.00
<b>Tuesday</b>			
Costa Mesa Building (#10)	11/08/2022 08:00 AM - 10:00 PM	Move In	2,300.00
<b>Wednesday</b>			
Costa Mesa Building (#10)	11/09/2022 08:00 AM - 10:00 PM	Move In	2,300.00
<b>Thursday</b>			
Costa Mesa Building (#10)	11/10/2022 09:00 AM - 07:00 PM	Event	4,600.00
<b>Friday</b>			
Costa Mesa Building (#10)	11/11/2022 09:00 AM - 07:00 PM	Event	4,600.00
<b>Saturday</b>			
Costa Mesa Building (#10)	11/12/2022 09:00 AM - 04:00 PM	Event	4,600.00
<b>Sunday</b>			
Costa Mesa Building (#10)	11/13/2022 06:00 AM - 12:00 PM	Move Out	No Charge
<b>Total:</b>			<b>20,700.00</b>

Hosting of this event in the above specified space, Costa Mesa Building, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also 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 Sunday - November 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>
10 MB Internet - Hard Line	11/10/2022 - 11/12/2022	1.00	EA	150.00	EA/DAY	450.00
20 Amp Drop	TBD	TBD	EA	25.00	EA	TBD
Barricade (Plastic)	Estimate 5	5.00	EA	15.00	EA	75.00
Bench (Metal)	TBD	TBD	EA	15.00	EA	TBD
Dumpster	Estimate 20	20.00	EA	19.00	EA	380.00
Electrical Usage	Estimate Only	1.00	EA	1,500.00	EVT	1,500.00
Hang Tag - 3 Day	Estimate 160	160.00	EA	15.00	EA	2,400.00
Man Lift	Estimate 2 Hours	2.00	HR	75.00	HR	150.00
Marquee Board	10/16/2022 - 11/12/2022	4.00	WK	Included		Included
Portable Electronic Message Board	11/10/2022 - 11/12/2022	2.00	EA	75.00	EA/DAY	450.00
Public Address System (Per Building)	11/10/2022 - 11/12/2022	1.00	EA	75.00	EA/DAY	225.00
Sweeper (In-House)	Estimate 5 Hours	5.00	HR	75.00	HR	375.00
<b>Total:</b>						<b>6,005.00</b>

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant	Estimate 4 Hours	4.00	HR	26.00	HR	104.00
Electrician	Estimate 1 Hour	1.00	HR	65.00	HR	65.00

# EXHIBIT A

## Event Information

### Event Day

Grounds Attendant Lead	11/10/2022 08:00AM - 07:00PM	1.00	EA	31.00	HR	341.00
Grounds Attendant	11/10/2022 08:00AM - 07:00PM	1.00	EA	26.00	HR	286.00
Janitorial Attendant	11/10/2022 08:00AM - 07:00PM	3.00	EA	26.00	HR	858.00
Grounds Attendant Lead	11/11/2022 08:00AM - 07:00PM	1.00	EA	46.50	HR*	511.50
Grounds Attendant	11/11/2022 08:00AM - 07:00PM	1.00	EA	39.00	HR*	429.00
Janitorial Attendant	11/11/2022 08:00AM - 07:00PM	3.00	EA	39.00	HR*	1,287.00
Grounds Attendant Lead	11/12/2022 08:00AM - 04:00PM	1.00	EA	31.00	HR	248.00
Grounds Attendant	11/12/2022 08:00AM - 04:00PM	1.00	EA	26.00	HR	208.00
Janitorial Attendant	11/12/2022 08:00AM - 04:00PM	3.00	EA	26.00	HR	624.00

### Clean Up

Grounds Attendant Lead	Estimate 4 Hours	4.00	HR	31.00	HR	124.00
Grounds Attendant	Estimate 8 Hours	8.00	HR	26.00	HR	208.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	26.00	HR	208.00
Electrician	Estimate 1 Hour	1.00	HR	65.00	HR	65.00

### Event Sales & Services

Event Coordinator	11/10/2022 08:00AM - 07:00PM	1.00	EA	51.50	HR	566.50
Event Coordinator	11/11/2022 08:00AM - 07:00PM	1.00	EA	77.25	HR*	849.75
Event Coordinator	11/12/2022 08:00AM - 04:00PM	1.00	EA	51.50	HR	412.00

### Parking

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

### Safety & Security

Security Attendant	11/10/2022 08:00AM - 07:30PM	2.00	EA	26.00	HR	598.00
Security Attendant	11/11/2022 08:00AM - 07:30PM	2.00	EA	39.00	HR*	897.00
Security Attendant	11/12/2022 08:00AM - 04:30PM	2.00	EA	26.00	HR	442.00

### Technology

Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00
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### Outside Services

Emergency Medical Services	11/10/2022 08:30AM - 07:30PM	2.00	EA	27.00	HR	594.00
Emergency Medical Services	11/11/2022 08:30AM - 07:30PM	2.00	EA	40.50	HR*	891.00
Emergency Medical Services	11/12/2022 08:30AM - 04:30PM	2.00	EA	27.00	HR	432.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50

### Insurance

S.E.L.I. Insurance	11/10/2022 - 11/12/2022	1.00	EA	235.00	EA/DAY	705.00
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(Includes coverage for Move-in/Move-out period listed on Rental Agreement)

**Total: 13,278.25**

### \*State Holiday Rates

### Summary

Facility Rental Total	\$20,700.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$19,283.25
Refundable Deposit	\$1,500.00

**Grand Total: \$41,483.25**

# EXHIBIT A

## Event Information

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	<i>Upon Signing</i>	\$13,827.75
Second Payment	09/07/2022	\$13,827.75
Third Payment	10/07/2022	\$13,827.75
<b>Total:</b>		<b>\$41,483.25</b>

Please Remit Payment in \*Check Only\*

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

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

### ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

### CANNABIS EVENTS

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

### CANOPIES / TENTS

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

### CANS AND GLASS

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

### EVENT PROGRAM POLICIES AND PROCEDURES

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

### EXHIBIT V

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

### 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, Sugar Plum Festivals must comply with request.**

### STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-143-22**

REVIEWED \_\_\_\_\_

DATE **September 8, 2022**

FAIRTIME

INTERIM **XX**

APPROVED \_\_\_\_\_

### **RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **International Interior Design Association Southern California Chapter** 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 18, 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:

#### **DesignConnect 2022**

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

**\$12,588.00**

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.

**International Interior Design  
Association Southern California Chapter  
2100 Montrose Avenue #192  
Montrose, CA 91021**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: **Jade Li, President**

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

# EXHIBIT A

Event Information			
<b>Event Name:</b>	DesignConnect 2022	<b>Contract No:</b>	R-143-22
<b>Contact Person:</b>	Becca Dobbs	<b>Phone:</b>	(310) 504-4635
<b>Event Date:</b>	10/18/2022	<b>Hours:</b>	4:30 PM - 8:30 PM
<b>Admission Price:</b>	Members or Students \$10.00    General \$15.00		
<b>Vehicle Parking Fee:</b>	Parking Buyout ( <i>See Summary</i> )	<b>Projected Attendance:</b>	700

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Tuesday</b>			
The Hangar	10/18/2022 07:00 AM - 04:30 PM	Move In	No Charge
The Hangar	10/18/2022 04:30 PM - 08:30 PM	Event	3,800.00
<b>Total:</b>			<b>3,800.00</b>

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

Move out must be completed by 11:59 PM Tuesday - October 18, 2022 to avoid additional charges.

Estimated Equipment Fees					
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>	<u>Actual</u>
10 MB Internet - Hard Line	10/18/2022	1.00	EA	150.00 EA/DAY	150.00
Dumpster	Estimate 10	10.00	EA	19.00 EA	190.00
Electrical Usage Rate	Estimate Only	1.00	EA	350.00 EVT	350.00
Portable Electronic Message Board	10/18/2022	2.00	EA	75.00 EA/DAY	150.00
Public Address System (Per Building)	10/18/2022	1.00	EA	75.00 EA/DAY	75.00
Sweeper (In-House)	Estimate 5 Hours	5.00	HR	75.00 HR	375.00
Wireless Internet Router	Estimate 1	1.00	EA	75.00 EA	75.00
Wireless Microphone	TBD	TBD	EA	50.00 EA	TBD
<b>Total:</b>					<b>1,365.00</b>

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
<b>Set Up</b>						
Grounds Attendant	Estimate 7 Hours	7.00	HR	26.00	HR	182.00
Electrician	Estimate 1 Hour	1.00	HR	65.00	HR	65.00
<b>Event Day</b>						
Grounds Attendant Lead	10/18/2022 03:30PM - 08:30PM	1.00	EA	31.00	HR	155.00
Grounds Attendant	10/18/2022 03:30PM - 08:30PM	1.00	EA	26.00	HR	130.00
Janitorial Attendant	10/18/2022 03:30PM - 08:30PM	2.00	EA	26.00	HR	260.00
<b>Clean Up</b>						
Grounds Attendant	Estimate 4 Hours	4.00	HR	26.00	HR	104.00
Janitorial Attendant	Estimate 6 Hours	6.00	HR	26.00	HR	156.00
Electrician	Estimate 1 Hour	1.00	HR	65.00	HR	65.00
<u>Event Sales &amp; Services</u>						
Event Coordinator	10/18/2022 03:30PM - 08:30PM	1.00	EA	51.50	HR	257.50
<b><u>Parking</u></b>						
Parking Attendant Lead	Estimate 6 Hours	6.00	HR	31.00	HR	186.00
Parking Attendant	Estimate 12 Hours	12.00	HR	26.00	HR	312.00

# EXHIBIT A

## Event Information

### Safety & Security

Security Attendant	10/18/2022 03:30PM - 09:00PM	2.00	EA	26.00	HR	286.00
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### Technology

Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00
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### Outside Services

Emergency Medical Services	10/18/2022 04:00PM - 09:00PM	2.00	EA	27.00	HR	270.00
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State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
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**Total: 2,923.00**

### Summary

Facility Rental Total	\$3,800.00
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Estimated Equipment, Reimbursable Personnel and Services Total	\$4,288.00
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Parking Buyout ( <i>Based upon 350 vehicles at \$10.00 per vehicle</i> )	\$3,500.00
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Refundable Deposit	\$1,000.00
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**Grand Total: \$12,588.00**

### Payment Schedule

#### Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$12,588.00

**Total: \$12,588.00**

**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.

### 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 A

## Event Information

### EXHIBIT V

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

### GLASS

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

### OAK VIEW GROUP dba OVG HOSPITALITY

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

### RECYCLING / SB 1383

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

### SOUND ORDINANCE

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

### STATE FIRE MARSHAL

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

FORM F-31

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

AGREEMENT NO. **R-145-22**

DATE **August 10, 2022**

FAIRTIME

INTERIM **XX**

### **RENTAL AGREEMENT**

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

#### **WITNESSETH:**

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

**October 1, 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 - Fall Membership Event**

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

**\$2,704.00**

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

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

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

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

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

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

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

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

# EXHIBIT A

Event Information			
<b>Event Name:</b>	OCWS - Fall Membership Event	<b>Contract No:</b>	R-145-22
<b>Contact Person:</b>	Fran Gitsham	<b>Phone:</b>	(714) 287-9663
<b>Event Date:</b>	10/01/2022	<b>Hours:</b>	12:00 PM - 9:00 PM
<b>Vehicle Parking Fee:</b>	No Charge (Private Event)	<b>Projected Attendance:</b>	130

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Saturday</b>			
Courtyard	10/01/2022 08:00 AM - 12:00 PM	Move In	No Charge
Courtyard	10/01/2022 12:00 PM - 09:00 PM	Event	450.00
<b>Total:</b>			<b>450.00</b>

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

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

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
Dumpster	Estimate 4	4.00	EA	19.00	EA	76.00
Electrical Splitter Box	Estimate 1	1.00	EA	55.00	EA	55.00
Electrical Usage Rate	Estimate Only	1.00	EA	200.00	EVT	200.00
Forklift	Estimate 4 Hours	4.00	HR	75.00	HR	300.00
Picnic Table (Rectangular & Round)	Estimate 22	22.00	EA	15.00	EA	330.00
Straw Bale	TBD	TBD	EA	5.00	EA	TBD
Sweeper (In-House)	Estimate 2 Hours	2.00	HR	75.00	HR	150.00
<b>Total:</b>						<b>1,111.00</b>

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
<b>Set Up</b>						
Grounds Attendant Lead	Estimate 2 Hours	2.00	HR	31.00	HR	62.00
Grounds Attendant	Estimate 6 Hours	6.00	HR	26.00	HR	156.00
Electrician	Estimate 1 Hour	1.00	HR	65.00	HR	65.00
<b>Clean Up</b>						
Grounds Attendant Lead	Estimate 4 Hours	4.00	HR	31.00	HR	124.00
Grounds Attendant	Estimate 4 Hours	4.00	HR	26.00	HR	104.00
Janitorial Attendant	Estimate 4 Hours	4.00	HR	26.00	HR	104.00
Electrician	Estimate 1 Hour	1.00	HR	65.00	HR	65.00
<u>Outside Services</u>						
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.00	HR	263.00	HR	263.00
Total:						943.00

## Summary

Facility Rental Total	\$450.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$2,054.00
Refundable Deposit	\$200.00
<b>Grand Total:</b>	<b>\$2,704.00</b>

# EXHIBIT A

## Event Information

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	09/01/2022	\$2,704.00
Total:		\$2,704.00

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.

### 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.

### GLASS

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

### 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-147-22**

REVIEWED \_\_\_\_\_

DATE **August 13, 2022**

FAIRTIME

INTERIM **XX**

APPROVED \_\_\_\_\_

### **RENTAL AGREEMENT**

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

#### **WITNESSETH:**

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

**September 25, 2022**

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

**See Exhibit A**

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

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

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

**\$9,515.50**

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

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

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

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

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

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

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

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



# EXHIBIT A

Event Information			
Event Name:	The Original O.C. Swap Meet	Contract No:	R-147-22
Contact Person:	David Sesena	Phone:	(949) 302-0355
Event Date:	09/25/2022	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>
Sunday			
Parking Lot D	09/25/2022 06:00 AM - 09:00 AM	Move In	No Charge
Parking Lot D	09/25/2022 09:00 AM - 03:00 PM	Event	2,100.00
Parking Lot D	09/25/2022 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 Sunday - September 25, 2022 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
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	09/19/2022 - 09/25/2022	1.00	WK	Included		Included
Picnic Table (Rectangular & Round)	TBD	TBD	EA	15.00	EA	TBD
Portable Electronic Message Board	09/25/2022	2.00	EA	75.00	EA/DAY	150.00
Sweeper (In-House)	Estimate 4 Hours	4.00	HR	75.00	HR	300.00
<b>Total:</b>						<b>1,395.00</b>

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
<b>Set Up</b>						
Grounds Attendant	Estimate 8 Hours	8.00	HR	26.00	HR	208.00
Electrician	Estimate 1 Hour	1.00	HR	65.00	HR	65.00
Plumber	TBD	TBD	HR	65.00	HR	TBD
<b>Event Day</b>						
Grounds Attendant Lead	09/25/2022 06:00AM - 04:00PM	1.00	EA	31.00	HR	310.00
Grounds Attendant	09/25/2022 06:00AM - 04:00PM	1.00	EA	26.00	HR	260.00
Janitorial Attendant	09/25/2022 06:00AM - 04:00PM	2.00	EA	26.00	HR	520.00
Electrician	TBD	TBD	EA	65.00	HR	TBD
<b>Clean Up</b>						
Grounds Attendant	Estimate 12 Hours	12.00	HR	26.00	HR	312.00
Janitorial Attendant	Estimate 4 Hours	4.00	HR	26.00	HR	104.00
Electrician	Estimate 1 Hour	1.00	HR	65.00	HR	65.00
Plumber	TBD	TBD	HR	65.00	HR	TBD

# EXHIBIT A

## Event Information

### Event Sales & Services

Event Coordinator	09/25/2022 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	09/25/2022 08:00AM - 03:30PM	1.00	EA	31.00	HR	232.50
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Security Attendant*	09/25/2022 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	09/25/2022 08:30AM - 03:30PM	2.00	EA	27.00	HR	378.00
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State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.00	HR	263.00	HR	263.00
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Trash Collection & Sweeping Services	Estimate Only	1.00	EA	300.00	EVT	300.00
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**Total: 4,520.50**

### Summary

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

### Payment Schedule

#### Payment Schedule

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

*Upon Signing*

\$9,515.50

**Total: \$9,515.50**

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

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

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

### ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

### CANNABIS EVENTS

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

# EXHIBIT A

## Event Information

### **CANOPIES / TENTS**

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

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

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

### **EXHIBIT V**

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

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

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

### **RECYCLING / SB 1383**

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

### **SOUND ORDINANCE**

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

### **STATE FIRE MARSHAL**

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

FORM F-31

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

AGREEMENT NO. **R-152-22**

DATE **August 26, 2022**

FAIRTIME

INTERIM **XX**

### **RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Live Nation Worldwide, 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 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:

#### **Observatory Off-Site Parking**

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

**\$2,087.00**

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.

**Live Nation Worldwide, Inc.  
3503 South Harbor Boulevard  
Santa Ana, CA 92704**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Jeffrey Thompson, General Manager**

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

# EXHIBIT A

Event Information			
<b>Event Name:</b>	Observatory Off-Site Parking	<b>Contract No:</b>	R-152-22
<b>Contact Person:</b>	Jeffrey Thompson	<b>Phone:</b>	(484) 557-2426
<b>Event Date:</b>	10/15/2022	<b>Hours:</b>	1:30 PM - 1:00 AM
			Concert Hours: 3:30 PM - 11:00 PM
<b>Vehicle Parking Fee:</b>	\$10.00 General Parking	<b>Projected Attendance:</b>	1,500 Vehicles

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Saturday</b>			
Parking Lot D, E & F	10/15/2022 01:30 PM - 10/16/2022 01:00 AM	Event	\$10.00 Per Vehicle
<b>Total:</b>			<b>General Parking</b>

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

Move out must be completed by 11:59 AM Sunday - October 16, 2022 to avoid additional charges.

Estimated Equipment Fees			
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>
Bench (Metal)	TBD	TBD EA	15.00 EA
Dumpster	Estimate 2	2.00 EA	19.00 EA
Portable Electronic Message Board	10/15/2022	1.00 EA	75.00 EA/DAY
<b>Total:</b>			<b>113.00</b>

Reimbursable Personnel and Services Fees			
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>
<b>Event Operations</b>			
<b>Set Up / Clean Up</b>			
Grounds Attendant	Estimate 10 Hours	10.00 HR	26.00 HR
<b>Parking</b>			
Parking Attendant Lead	Estimate 10 Hours	10.00 EA	31.00 HR
Parking Attendant	Estimate 12 Hours	12.00 EA	26.00 HR
<b>Safety &amp; Security</b>			
Security Attendant - Parking Lot	10/15/2022 12:30 PM - 01:30 AM	3.00 EA	26.00 HR
<b>Total:</b>			<b>1,896.00</b>

## Summary

Facility Rental Total	General Parking
Estimated Equipment, Reimbursable Personnel and Services Total	\$2,009.00

**Grand Total: \$2,009.00**

## Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$2,009.00
<b>Total:</b>		<b>\$2,009.00</b>

Please Remit Payment in \*Check Only\*

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

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

# EXHIBIT A

## Event Information

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

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

### **CANNABIS EVENTS**

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

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

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

### **EXHIBIT V**

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

### **LIGHT TOWER**

Live Nation Worldwide Inc is responsible for providing light towers at the shuttle stop location.

### **OAK VIEW GROUP dba OVG HOSPITALITY**

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

### **RESTROOMS**

Live Nation Worldwide Inc is responsible for providing portable restrooms for the shuttle stop location. OCFEC staff will not be responsible for maintenance of portable restrooms.

### **SHUTTLE BUSES**

Live Nation Worldwide Inc will provide staff at the shuttle stop location to assist attendees. Live Nation Worldwide Inc will work with the OC Fair & Event Center Parking Department to set up shuttle stop and signage. Signage will only be allowed in approved locations.

### **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, Live Nation Worldwide Inc must comply with request.**

### STATE FIRE MARSHAL

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



FORM F-31

AGREEMENT NO. **R-153-22**

REVIEWED \_\_\_\_\_

DATE **August 25, 2022**

FAIRTIME

INTERIM **XX**

APPROVED \_\_\_\_\_

### **RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Seasonal Adventures** 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 26 - November 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:

**Seasonal Adventures - Pumpkin Patch**

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

**\$65,672.00**

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.

Seasonal Adventures  
207 West Los Angeles Avenue #287  
Moorpark, CA 93021

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: Rob Lambert, Owner

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

# EXHIBIT A

Event Information			
<b>Event Name:</b>	Seasonal Adventures - Pumpkin Patch	<b>Contract No:</b>	R-153-22
<b>Contact Person:</b>	Rob Lambert	<b>Phone:</b>	(503) 930-1900
<b>Event Date:</b>	09/30/2022 - 10/31/2022	<b>Hours:</b>	Monday - Thursday: 3:00 PM - 9:00 PM Friday: 3:00 PM - 10:00 PM Saturday: 11:00 AM - 10:00 PM Sunday: 11:00 AM - 9:00 PM
<b>Admission Price:</b>	Free		
<b>Vehicle Parking Fee:</b>	Friday 12:00 PM - Sunday 7:00 PM: \$10.00 General Parking Monday - Friday 11:59 AM: No Parking Fee		
	<b>Projected Attendance:</b>	16,000	

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Monday</b>			
2/3 Parking Lot C	09/26/2022 07:00 AM - 10:00 PM	Move In	700.00
<b>Tuesday</b>			
2/3 Parking Lot C	09/27/2022 07:00 AM - 10:00 PM	Move In	700.00
<b>Wednesday</b>			
2/3 Parking Lot C	09/28/2022 07:00 AM - 10:00 PM	Move In	700.00
<b>Thursday</b>			
2/3 Parking Lot C	09/29/2022 07:00 AM - 10:00 PM	Move In	700.00
<b>Friday</b>			
2/3 Parking Lot C	09/30/2022 03:00 PM - 10:00 PM	Event	1,400.00
<b>Saturday</b>			
2/3 Parking Lot C	10/01/2022 11:00 AM - 10:00 PM	Event	1,400.00
<b>Sunday</b>			
2/3 Parking Lot C	10/02/2022 11:00 AM - 09:00 PM	Event	1,400.00
<b>Monday</b>			
2/3 Parking Lot C	10/03/2022 03:00 PM - 09:00 PM	Event	1,400.00
<b>Tuesday</b>			
2/3 Parking Lot C	10/04/2022 03:00 PM - 09:00 PM	Event	1,400.00
<b>Wednesday</b>			
2/3 Parking Lot C	10/05/2022 03:00 PM - 09:00 PM	Event	1,400.00
<b>Thursday</b>			
2/3 Parking Lot C	10/06/2022 03:00 PM - 09:00 PM	Event	1,400.00
<b>Friday</b>			
2/3 Parking Lot C	10/07/2022 03:00 PM - 10:00 PM	Event	1,400.00
<b>Saturday</b>			
2/3 Parking Lot C	10/08/2022 11:00 AM - 10:00 PM	Event	1,400.00
<b>Sunday</b>			
2/3 Parking Lot C	10/09/2022 11:00 AM - 09:00 PM	Event	1,400.00
<b>Monday</b>			
2/3 Parking Lot C	10/10/2022 03:00 PM - 09:00 PM	Event	1,400.00
<b>Tuesday</b>			
2/3 Parking Lot C	10/11/2022 03:00 PM - 09:00 PM	Event	1,400.00
<b>Wednesday</b>			
2/3 Parking Lot C	10/12/2022 03:00 PM - 09:00 PM	Event	1,400.00

# EXHIBIT A

Event Information			
<b>Thursday</b>			
⅔ Parking Lot C	10/13/2022 03:00 PM - 09:00 PM	Event	1,400.00
<b>Friday</b>			
⅔ Parking Lot C	10/14/2022 03:00 PM - 10:00 PM	Event	1,400.00
<b>Saturday</b>			
⅔ Parking Lot C	10/15/2022 11:00 AM - 10:00 PM	Event	1,400.00
<b>Sunday</b>			
⅔ Parking Lot C	10/16/2022 11:00 AM - 09:00 PM	Event	1,400.00
<b>Monday</b>			
⅔ Parking Lot C	10/17/2022 03:00 PM - 09:00 PM	Event	1,400.00
<b>Tuesday</b>			
⅔ Parking Lot C	10/18/2022 03:00 PM - 09:00 PM	Event	1,400.00
<b>Wednesday</b>			
⅔ Parking Lot C	10/19/2022 03:00 PM - 09:00 PM	Event	1,400.00
<b>Thursday</b>			
⅔ Parking Lot C	10/20/2022 03:00 PM - 09:00 PM	Event	1,400.00
<b>Friday</b>			
⅔ Parking Lot C	10/21/2022 03:00 PM - 10:00 PM	Event	1,400.00
<b>Saturday</b>			
⅔ Parking Lot C	10/22/2022 11:00 AM - 10:00 PM	Event	1,400.00
<b>Sunday</b>			
⅔ Parking Lot C	10/23/2022 11:00 AM - 09:00 PM	Event	1,400.00
<b>Monday</b>			
⅔ Parking Lot C	10/24/2022 03:00 PM - 09:00 PM	Event	1,400.00
<b>Tuesday</b>			
⅔ Parking Lot C	10/25/2022 03:00 PM - 09:00 PM	Event	1,400.00
<b>Wednesday</b>			
⅔ Parking Lot C	10/26/2022 03:00 PM - 09:00 PM	Event	1,400.00
<b>Thursday</b>			
⅔ Parking Lot C	10/27/2022 03:00 PM - 09:00 PM	Event	1,400.00
<b>Friday</b>			
⅔ Parking Lot C	10/28/2022 03:00 PM - 10:00 PM	Event	1,400.00
<b>Saturday</b>			
⅔ Parking Lot C	10/29/2022 11:00 AM - 10:00 PM	Event	1,400.00
<b>Sunday</b>			
⅔ Parking Lot C	10/30/2022 11:00 AM - 09:00 PM	Event	1,400.00
<b>Monday</b>			
⅔ Parking Lot C	10/31/2022 03:00 PM - 09:00 PM	Event	1,400.00
<b>Tuesday</b>			
⅔ Parking Lot C	11/01/2022 07:00 AM - 10:00 PM	Move Out	700.00
<b>Wednesday</b>			
⅔ Parking Lot C	11/02/2022 07:00 AM - 10:00 PM	Move Out	No Charge

# EXHIBIT A

## Event Information

### Thursday

2/3 Parking Lot C 11/03/2022 07:00 AM - 10:00 PM Move Out No Charge

### Friday

2/3 Parking Lot C 11/04/2022 07:00 AM - 10:00 PM Move Out No Charge

**Total: 48,300.00**

Hosting of this event in the above specified space, 2/3 Parking Lot C, 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 10:00 PM Friday - November 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>
50 Amp Drop	Estimate 4	4.00 EA	70.00 EA	280.00
100 Amp Drop	TBD	TBD EA	180.00 EA	TBD
40 Yard Dumpster	Estimate 3	3.00 EA	216.00 EA	648.00
Barricade (Metal)	TBD	TBD EA	15.00 EA	TBD
Cable Ramp	Estimate 13	13.00 EA	15.00 EA	195.00
Electrical Splitter Box	Estimate 10	10.00 EA	55.00 EA	550.00
Electrical Usage Rate	Estimate Only	1.00 EA	1,000.00 EVT	1,000.00
Forklift	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Marquee Board	09/30/2022 - 10/31/2022	4.00 WK	Included	Included
Tonnage Weight (40 Yard Dumpster)	Estimate 5 Tons	5.00 EA	82.00 TON	410.00
Trailer Storage	09/26/2022 - 11/04/2022	1.00 EA	300.00 EVT	300.00

**Total: 3,608.00**

## Reimbursable Personnel and Services Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b><u>Event Operations</u></b>				
<b>Set Up / Clean Up</b>				
Grounds Attendant	Estimate 4 Hours	4.00 HR	26.00 HR	104.00
Janitorial Attendant	TBD	TBD EA	26.00 HR	TBD
Electrician	Estimate 9 Hours	9.00 HR	65.00 HR	585.00
<b><u>Event Sales &amp; Services</u></b>				
Event Coordinator	Estimate 8 Hours	8.00 HR	51.50 HR	412.00
<b><u>Outside Services</u></b>				
Ride Inspector	Estimate Only	1.00 EA	2,000.00 EVT	2,000.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.00 HR	263.00 HR	263.00
Trash Collection & Sweeping Services	Estimate Only	1.00 EA	400.00 EVT	400.00

**Total: 3,764.00**

## Summary

Facility Rental Total \$48,300.00  
 Estimated Equipment, Reimbursable Personnel and Services Total \$7,372.00  
 Refundable Deposit \$10,000.00

**Grand Total: \$65,672.00**

# EXHIBIT A

## Event Information

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	<i>Upon Signing</i>	\$65,672.00
<b>Total:</b>		<b>\$65,672.00</b>

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

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

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

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

### 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.

### ADDITIONAL INSURANCE REQUIREMENT (AMUSEMENT RIDES)

Coverage and proof of insurance is required for all amusement rides and mechanical bulls. Insurance certificates, DOSH Applications and copies of A-Permits must be submitted to the Event Coordinator four (4) weeks prior to the event date. A Two Million Dollars (\$2,000,000) minimum coverage per occurrence is required.

### ADDITIONAL INSURANCE REQUIREMENT

Coverage and proof of insurance is required for all hazardous and/or interactive activities. Insurance certificate must be submitted to the Event Coordinator four (4) weeks prior to the event date.

### AMUSEMENT RIDE INSPECTOR

An onsite ride inspector is required to inspect all amusement rides and hazardous and/or interactive activities during ride/activity setup and throughout the event.

### 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.

# EXHIBIT A

## Event Information

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

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

### **EXHIBIT V**

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

### **MARKING THE GROUNDS**

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

### **OAK VIEW GROUP dba OVG HOSPITALITY**

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

### **PORT-A-POTTIES**

**Seasonal Adventures** has agreed to provide and maintain port-a-potties throughout the event. OCFEC staff will not be responsible for maintenance of port-a-potties.

### **RECYCLING / SB 1383**

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

### **RENTER AGREES**

That damage occurring in Parking Lot C and/or of OCFEC property will be itemized and invoiced for payment by Seasonal Adventures.

### **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, Seasonal Adventures must comply with request.**

### **STATE FIRE MARSHAL**

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

FORM F-31

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

AGREEMENT NO. **R-146-22**

DATE **September 27, 2022**

FAIRTIME

INTERIM **XX**

### **RENTAL AGREEMENT**

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

#### **WITNESSETH:**

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

**November 11 - 14, 2022**

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

#### **See Exhibit A**

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

#### **Repticon**

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

**\$23,490.00**

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.

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

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

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

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

# EXHIBIT A

Event Information			
Event Name:	Repticon	Contract No:	R-146-22
Contact Person:	Tina Russel	Phone:	(863) 268-4273
Event Date:	11/12/2022 - 11/13/2022	Hours:	Saturday: 9:00 AM - 5:00 PM Sunday: 10:00 AM - 4:00 PM Sunday Auction: 4:00 PM - 6:00 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>
<b>Friday</b>			
Huntington Beach Building (#12)	11/11/2022 09:30 AM - 08:00 PM	Move In	1,800.00
<b>Saturday</b>			
Huntington Beach Building (#12)	11/12/2022 09:00 AM - 05:00 PM	Event	3,600.00
<b>Sunday</b>			
Huntington Beach Building (#12)	11/13/2022 10:00 AM - 04:00 PM	Event	3,600.00
<b>Monday</b>			
Huntington Beach Building (#12)	11/14/2022 06:00 AM - 11:59 AM	Move Out	No Charge
<b>Total:</b>			<b>9,000.00</b>

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

Move out must be completed by 11:59 AM Monday - November 14, 2022 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
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 5 Hours	5.00	HR	75.00	HR	375.00
Hang Tag - 2 Day	TBD	TBD	EA	10.00	EA	TBD
Marquee Board	11/07/2022 - 11/13/2022	1.00	WK	Included		Included
Portable Electronic Message Board	11/12/2022 - 11/13/2022	2.00	EA	75.00	EA/DAY	300.00
Public Address System (Per Building)	11/12/2022 - 11/13/2022	1.00	EA	75.00	EA/DAY	150.00
Scissor Lift	Estimate 7 Hours	7.00	HR	75.00	HR	525.00
Sweeper (In-House)	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
<b>Total:</b>						<b>4,396.00</b>

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<b><u>Event Operations</u></b>						
<b>Set Up</b>						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	46.50	HR*	372.00
Grounds Attendant	Estimate 12 Hours	12.00	HR	39.00	HR*	468.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	39.00	HR*	312.00
Electrician	Estimate 7 Hours	7.00	HR	97.50	HR*	682.50

# EXHIBIT A

## Event Information

### Event Day

Grounds Attendant Lead	11/12/2022 08:00AM - 06:00PM	1.00	EA	31.00	HR	310.00
Grounds Attendant	11/12/2022 08:00AM - 06:00PM	1.00	EA	26.00	HR	260.00
Janitorial Attendant	11/12/2022 08:00AM - 06:00PM	2.00	EA	26.00	HR	520.00
Grounds Attendant Lead	11/13/2022 09:00AM - 05:00PM	1.00	EA	31.00	HR	248.00
Grounds Attendant	11/13/2022 09:00AM - 05:00PM	1.00	EA	26.00	HR	208.00
Janitorial Attendant	11/13/2022 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

### Event Sales & Services

Event Coordinator	11/12/2022 08:00AM - 06:00PM	1.00	EA	51.50	HR	515.00
Event Coordinator	11/13/2022 09:00AM - 05:00PM	1.00	EA	51.50	HR	412.00

### Parking

Parking Attendant Lead	Estimate 8 Hours	8.00	HR	46.50	HR*	372.00
Parking Attendant	Estimate 16 Hours	16.00	HR	39.00	HR*	624.00

### Safety & Security

Security Attendant	11/12/2022 07:00AM - 05:30PM	2.00	EA	26.00	HR	546.00
Security Attendant	11/13/2022 08:00AM - 06:30PM	2.00	EA	26.00	HR	546.00

### Technology

Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00
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### Outside Services

Emergency Medical Services	11/12/2022 08:30AM - 05:30PM	2.00	EA	27.00	HR	486.00
Emergency Medical Services	11/13/2022 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: 9,094.00**

### \*State Holiday Rates

### Summary

Facility Rental Total	\$9,000.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$13,490.00
Refundable Deposit	\$1,000.00

**Grand Total: \$23,490.00**

### Payment Schedule

#### Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	<i>Upon Signing</i>	\$23,490.00
<b>Total:</b>		<b>\$23,490.00</b>

# EXHIBIT A

## Event Information

Please Remit Payment in \*Check Only\*

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

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

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

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

### **CANNABIS EVENTS**

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

### **CANOPIES / TENTS**

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.

### **OAK VIEW GROUP dba OVG HOSPITALITY**

All food and beverage service must be discussed with and approved by OVG Hospitality, 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, 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.

FORM F-31

AGREEMENT NO. **R-148-22**

REVIEWED \_\_\_\_\_

DATE **October 13, 2022**

FAIRTIME

APPROVED \_\_\_\_\_

INTERIM **XX**

### **RENTAL AGREEMENT**

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

#### **WITNESSETH:**

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

**November 12, 2022**

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

#### **See Exhibit A**

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

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

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

**\$8,715.50**

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

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

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

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

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

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

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

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

# EXHIBIT A

Event Information			
<b>Event Name:</b>	The Original O.C. Swap Meet	<b>Contract No:</b>	R-148-22
<b>Contact Person:</b>	David Sesena	<b>Phone:</b>	(949) 302-0355
<b>Event Date:</b>	11/12/2022	<b>Hours:</b>	9:00 AM - 3:00 PM
<b>Admission Price:</b>	Free Admission		
<b>Vehicle Parking Fee:</b>	\$10.00 General Parking	<b>Projected Attendance:</b>	3,500

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Saturday</b>			
Parking Lot D	11/12/2022 06:00 AM - 09:00 AM	Move In	No Charge
Parking Lot D	11/12/2022 09:00 AM - 03:00 PM	Event	2,100.00
Parking Lot D	11/12/2022 03:00 PM - 07:00 PM	Move Out	No Charge
<b>Total:</b>			<b>2,100.00</b>

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

Move out must be completed by 7:00 PM Saturday - November 12, 2022 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
Barricade (Metal)	Estimate 20	20.00	EA	15.00	EA	300.00
Cable Ramp	Estimate 10	10.00	EA	15.00	EA	150.00
Dumpster	Estimate 10	10.00	EA	19.00	EA	190.00
Electrical Splitter Box	Estimate 1	1.00	EA	55.00	EA	55.00
Electrical Usage Rate	Estimate Only	1.00	EA	100.00	EVT	100.00
Forklift	Estimate 2 Hours	2.00	HR	75.00	HR	150.00
Hang Tag - 1 Day	TBD	TBD	EA	5.00	EA	TBD
Marquee Board	11/06/2022 - 11/12/2022	1.00	WK	Included		Included
Picnic Table (Rectangular & Round)	TBD	TBD	EA	15.00	EA	TBD
Portable Electronic Message Board	11/12/2022	2.00	EA	75.00	EA/DAY	150.00
Sweeper (In-House)	Estimate 4 Hours	4.00	HR	75.00	HR	300.00
<b>Total:</b>						<b>1,395.00</b>

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
<b>Set Up</b>						
Grounds Attendant	Estimate 8 Hours	8.00	HR	26.00	HR	208.00
Electrician	Estimate 1 Hour	1.00	HR	65.00	HR	65.00
Plumber	TBD	TBD	HR	65.00	HR	TBD
<i>*Any staffing on November 11, 2022 will be charged at state holiday rates.</i>						
<b>Event Day</b>						
Grounds Attendant Lead	11/12/2022 06:00AM - 04:00PM	1.00	EA	31.00	HR	310.00
Grounds Attendant	11/12/2022 06:00AM - 04:00PM	1.00	EA	26.00	HR	260.00
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Electrician	TBD	TBD	EA	65.00	HR	TBD
<b>Clean Up</b>						
Grounds Attendant	Estimate 12 Hours	12.00	HR	26.00	HR	312.00
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Plumber	TBD	TBD	HR	65.00	HR	TBD



# EXHIBIT A

## Event Information

### Event Sales & Services

Event Coordinator	11/12/2022 06:00AM - 04:00PM	1.00	EA	51.50	HR	515.00
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### Parking

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

Security Attendant Lead	11/12/2022 08:00AM - 03:30PM	1.00	EA	31.00	HR	232.50
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Security Attendant**	11/12/2022 08:00AM - 03:30PM	4.00	EA	26.00	HR	780.00
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*\*\*Security staffing subject to change based on operational needs.*

### Outside Services

Emergency Medical Services	11/12/2022 08:30AM - 03:30PM	2.00	EA	27.00	HR	378.00
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State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.00	HR	263.00	HR	263.00
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Trash Collection & Sweeping Services	Estimate Only	1.00	EA	300.00	EVT	300.00
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**Total: 4,520.50**

### Summary

Facility Rental Total	\$2,100.00
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Estimated Equipment, Reimbursable Personnel and Services Total	\$5,915.50
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Refundable Deposit	\$700.00
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**Grand Total: \$8,715.50**

### Payment Schedule

#### Payment Schedule

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

*Upon Signing*

\$8,715.50

**Total: \$8,715.50**

**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**

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.

### **OAK VIEW GROUP dba OVG HOSPITALITY**

All food and beverage service must be discussed with and approved by OVG Hospitality, 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-149-22**

REVIEWED \_\_\_\_\_

DATE **October 13, 2022**

FAIRTIME

APPROVED \_\_\_\_\_

INTERIM **XX**

### **RENTAL AGREEMENT**

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

#### **WITNESSETH:**

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

**November 26, 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:

**\$8,715.50**

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

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

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

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

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

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

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

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

# EXHIBIT A

Event Information			
<b>Event Name:</b>	The Original O.C. Swap Meet	<b>Contract No:</b>	R-149-22
<b>Contact Person:</b>	David Sesena	<b>Phone:</b>	(949) 302-0355
<b>Event Date:</b>	11/26/2022	<b>Hours:</b>	9:00 AM - 3:00 PM

<b>Admission Price:</b>	Free Admission		
<b>Vehicle Parking Fee:</b>	\$10.00 General Parking	<b>Projected Attendance:</b>	3,500

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Saturday</b>			
Parking Lot D	11/26/2022 06:00 AM - 09:00 AM	Move In	No Charge
Parking Lot D	11/26/2022 09:00 AM - 03:00 PM	Event	2,100.00
Parking Lot D	11/26/2022 03:00 PM - 07:00 PM	Move Out	No Charge
<b>Total:</b>			<b>2,100.00</b>

Hosting of this event in the above specified space, Parking Lot D, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also 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 7:00 PM Saturday - November 26, 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	11/20/2022 - 11/26/2022	1.00	WK	Included		Included
Picnic Table (Rectangular & Round)	TBD	TBD	EA	15.00	EA	TBD
Portable Electronic Message Board	11/26/2022	2.00	EA	75.00	EA/DAY	150.00
Sweeper (In-House)	Estimate 4 Hours	4.00	HR	75.00	HR	300.00
<b>Total:</b>						<b>1,395.00</b>

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
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

*\*Any staffing on November 25, 2022 will be charged at state holiday rates.*

<b>Event Day</b>						
Grounds Attendant Lead	11/26/2022 06:00AM - 04:00PM	1.00	EA	31.00	HR	310.00
Grounds Attendant	11/26/2022 06:00AM - 04:00PM	1.00	EA	26.00	HR	260.00
Janitorial Attendant	11/26/2022 06:00AM - 04:00PM	2.00	EA	26.00	HR	520.00
Electrician	TBD	TBD	EA	65.00	HR	TBD
<b>Clean Up</b>						
Grounds Attendant	Estimate 12 Hours	12.00	HR	26.00	HR	312.00
Janitorial Attendant	Estimate 4 Hours	4.00	HR	26.00	HR	104.00
Electrician	Estimate 1 Hour	1.00	HR	65.00	HR	65.00
Plumber	TBD	TBD	HR	65.00	HR	TBD

# EXHIBIT A

## Event Information

### Event Sales & Services

Event Coordinator	11/26/2022 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	11/26/2022 08:00AM - 03:30PM	1.00	EA	31.00	HR	232.50
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Security Attendant**	11/26/2022 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	11/26/2022 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	\$700.00
--------------------	----------

**Grand Total: \$8,715.50**

### Payment Schedule

#### Payment Schedule

First Payment	<u>Due Date</u>	<u>Amount</u>
---------------	-----------------	---------------

*Upon Signing*

\$8,715.50

**Total: \$8,715.50**

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

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# EXHIBIT A

## Event Information

### **CANOPIES / TENTS**

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### **OAK VIEW GROUP dba OVG HOSPITALITY**

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

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### **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-154-22**

REVIEWED \_\_\_\_\_

DATE **September 8, 2022**

FAIRTIME

INTERIM **XX**

APPROVED \_\_\_\_\_

### **RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Plural Possibility Limited dba LCWW Group - Loving Cats Worldwide** 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 11 - 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:

### **LCWW Cat Extravaganza**

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

**\$21,834.50**

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.

**Plural Possibility Limited dba LCWW  
Group - Loving Cats Worldwide  
Avenida Joao Pinto Bessa 107  
3720-763 Vila de Cucujaes, Aveiro  
PORTUGAL**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Steven Meserve, Founder**

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

# EXHIBIT A

Event Information			
<b>Event Name:</b>	LCWW Cat Extravaganza	<b>Contract No:</b>	R-154-22
<b>Contact Person:</b>	Steven Meserve	<b>Phone:</b>	+44 (777) 528-1586
<b>Event Date:</b>	11/12/2022 - 11/13/2022	<b>Hours:</b>	Saturday & Sunday: 10:00 AM - 4:00 PM
<b>Admission Price:</b>	TBD		
<b>Vehicle Parking Fee:</b>	\$10.00 General Parking	<b>Projected Attendance:</b>	2,000

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Friday</b>			
The Hangar	11/11/2022 08:00 AM - 05:00 PM	Move In	1,900.00
<b>Saturday</b>			
The Hangar	11/12/2022 10:00 AM - 04:00 PM	Event	3,800.00
<b>Sunday</b>			
The Hangar	11/13/2022 10:00 AM - 04:00 PM	Event	3,800.00
<b>Total:</b>			<b>9,500.00</b>

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

**Move out must be completed by 11:59 PM Sunday - November 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>
20 Amp Drop	TBD	TBD	EA	25.00	EA	TBD
50 Amp Drop	TBD	TBD	EA	70.00	EA	TBD
100 Amp Drop	Estimate 1	1.00	EA	180.00	EA	180.00
Barricade (Metal)	TBD	TBD	EA	15.00	EA	TBD
Chair (Individual)	TBD	TBD	EA	2.50	EA	TBD
Dumpster	Estimate 10	10.00	EA	19.00	EA	190.00
Electrical Splitter Box	TBD	TBD	EA	55.00	EA	TBD
Electrical Usage Rate	Estimate Only	1.00	EA	700.00	EVT	700.00
Forklift	TBD	TBD	HR	75.00	HR	TBD
Man Lift	Estimate 2 Hours	2.00	HR	75.00	HR	150.00
Marquee Board	11/07/2022 - 11/13/2022	1.00	WK	Included		Included
Picnic Table (Rectangular & Round)	TBD	TBD	EA	15.00	EA	TBD
Portable Electronic Message Board	11/12/2022 - 11/13/2022	2.00	EA	75.00	EA/DAY	300.00
Public Address System (Per Building)	11/12/2022 - 11/13/2022	1.00	EA	75.00	EA/DAY	150.00
Stanchion	Estimate 5	5.00	EA	5.00	EA	25.00
Sweeper (In-House)	Estimate 5 Hours	5.00	HR	75.00	HR	375.00
<b>Total:</b>						<b>2,070.00</b>

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
<b>Set Up</b>						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	46.50	HR*	372.00
Grounds Attendant	Estimate 10 Hours	10.00	HR	39.00	HR*	390.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	39.00	HR*	312.00
Electrician	Estimate 2 Hours	2.00	HR	97.50	HR*	195.00
<b>Event Day</b>						
Grounds Attendant Lead	11/12/2022 09:00AM - 05:00PM	1.00	EA	31.00	HR	248.00
Grounds Attendant	11/12/2022 09:00AM - 05:00PM	2.00	EA	26.00	HR	416.00
Janitorial Attendant	11/12/2022 09:00AM - 05:00PM	3.00	EA	26.00	HR	624.00
Electrician	TBD	TBD	EA	65.00	HR	TBD

# EXHIBIT A

Event Information						
Grounds Attendant Lead	11/13/2022 09:00AM - 05:00PM	1.00	EA	31.00	HR	248.00
Grounds Attendant	11/13/2022 09:00AM - 05:00PM	2.00	EA	26.00	HR	416.00
Janitorial Attendant	11/13/2022 09:00AM - 05:00PM	3.00	EA	26.00	HR	624.00
Electrician	TBD	TBD	EA	65.00	HR	TBD
Clean 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 2 Hours	2.00	HR	65.00	HR	130.00
Event Sales & Services						
Event Coordinator	11/12/2022 09:00AM - 05:00PM	1.00	EA	51.50	HR	412.00
Event Coordinator	11/13/2022 09:00AM - 05:00PM	1.00	EA	51.50	HR	412.00
Parking						
Parking Attendant Lead	Estimate 8 Hours	8.00	HR	31.00	HR	248.00
Parking Attendant	Estimate 16 Hours	16.00	HR	26.00	HR	416.00
Safety & Security						
Security Attendant Lead	11/12/2022 09:00AM - 04:30PM	1.00	EA	31.00	HR	232.50
Security Attendant	11/12/2022 09:00AM - 04:30PM	3.00	EA	26.00	HR	585.00
Security Attendant Lead	11/13/2022 09:00AM - 04:30PM	1.00	EA	31.00	HR	232.50
Security Attendant	11/13/2022 09:00AM - 04:30PM	3.00	EA	26.00	HR	585.00
Technology						
Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00
Outside Services						
Emergency Medical Services	11/12/2022 09:30AM - 04:30PM	2.00	EA	27.00	HR	378.00
Emergency Medical Services	11/13/2022 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
*State Holiday Rates					Total:	8,764.50
Summary						
Facility Rental Total						\$9,500.00
Estimated Equipment, Reimbursable Personnel and Services Total						\$10,834.50
Refundable Deposit						\$1,500.00
Grand Total:						\$21,834.50
Payment Schedule						
Payment Schedule			Due Date		Amount	
First Payment			Upon Signing		\$10,917.25	
Second Payment			10/13/2022		\$10,917.25	
Total:						\$21,834.50

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

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

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

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

# EXHIBIT A

## Event Information

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

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

### **CANNABIS EVENTS**

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

### **CANOPIES / TENTS**

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

### **OAK VIEW GROUP dba OVG HOSPITALITY**

All food and beverage service must be discussed with and approved by OVG Hospitality, 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, Plural Possibility Limited dba LCWW Group - Loving Cats Worldwide must comply with request.**

### **STATE FIRE MARSHAL**

Event footprint capacity will be determined by State Fire Marshal. Plural Possibility Limited dba LCWW Group - Loving Cats Worldwide must comply with all California State Fire Codes. If State Fire Marshal requires changes to event layout, Plural Possibility Limited dba LCWW Group - Loving Cats Worldwide must execute changes within the specified timeframe.

FORM F-31

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

AGREEMENT NO. **R-156-22**

DATE **September 8, 2022**

FAIRTIME

INTERIM **XX**

### **RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **RealTime R&L, 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 10 - 14, 2022**

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

**See Exhibit A**

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

**Bridgestone Drive & Learn**

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

**\$17,482.50**

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.

**RealTime R&L, Inc.**  
**240 Klein Lane**  
**Saukville, WI 53080**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: **Elizabeth Davis, Office Manager**

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

# EXHIBIT A

Event Information			
<b>Event Name:</b>	Bridgestone Drive & Learn	<b>Contract No:</b>	R-156-22
<b>Contact Person:</b>	Elizabeth Davis	<b>Phone:</b>	(262) 268-2000
<b>Event Date:</b>	10/11/2022 - 10/14/2022	<b>Hours:</b>	8:00 AM - 5:00 PM
<b>Vehicle Parking Fee:</b>	Parking Buyout ( <i>See Summary</i> )	<b>Projected Attendance:</b>	200

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Monday</b>			
Parking Lot G	10/10/2022 08:00 AM - 05:00 PM	Move In	1,050.00
<b>Tuesday</b>			
Parking Lot G	10/11/2022 08:00 AM - 05:00 PM	Event	2,100.00
<b>Wednesday</b>			
Parking Lot G	10/12/2022 08:00 AM - 05:00 PM	Event	2,100.00
<b>Thursday</b>			
Parking Lot G	10/13/2022 08:00 AM - 05:00 PM	Event	2,100.00
<b>Friday</b>			
Parking Lot G	10/14/2022 08:00 AM - 05:00 PM	Event	2,100.00
<b>Total:</b>			<b>9,450.00</b>

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

Move out must be completed by 11:59 PM Friday - October 14, 2022 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
100 Amp Drop	TBD	TBD	EA	180.00	EA	TBD
Chair (Individual)	TBD	TBD	EA	2.50	EA	TBD
Dumpster	Estimate 3	3.00	EA	19.00	EA	57.00
Electrical Splitter Box	TBD	TBD	EA	55.00	EA	TBD
Electrical Usage Rate	TBD	TBD	EA	250.00	EVT	TBD
Forklift	TBD	TBD	HR	75.00	HR	TBD
Man Lift	TBD	TBD	HR	75.00	HR	TBD
Scissor Lift	TBD	TBD	HR	75.00	HR	TBD
Sweeper (In-House)	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
Water Truck (Includes Water)	Estimate 1 Hour	1.00	HR	80.00	HR	80.00
<b>Total:</b>						<b>362.00</b>

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
<b>Set Up</b>						
Grounds Attendant	Estimate 6 Hours	6.00	HR	26.00	HR	156.00
<b>Event Day</b>						
Grounds Attendant	10/11/2022 Estimate 4 Hours	4.00	HR	26.00	HR	104.00
Grounds Attendant	10/12/2022 Estimate 4 Hours	4.00	HR	26.00	HR	104.00
Grounds Attendant	10/13/2022 Estimate 4 Hours	4.00	HR	26.00	HR	104.00
Grounds Attendant	10/14/2022 Estimate 4 Hours	4.00	HR	26.00	HR	104.00
<b>Clean Up</b>						
Grounds Attendant	Estimate 6 Hours	6.00	HR	26.00	HR	156.00

# EXHIBIT A

## Event Information

### Event Sales & Services

Event Coordinator	10/11/2022 Estimate 4 Hours	4.00	HR	51.50	HR	206.00
Event Coordinator	10/12/2022 Estimate 4 Hours	4.00	HR	51.50	HR	206.00
Event Coordinator	10/13/2022 Estimate 4 Hours	4.00	HR	51.50	HR	206.00
Event Coordinator	10/14/2022 Estimate 4 Hours	4.00	HR	51.50	HR	206.00

### Parking

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

### Safety & Security

Security Attendant - Overnight	10/10/2022 05:00PM - 08:00AM	1.00	EA	26.00	HR	390.00
Security Attendant - Overnight	10/11/2022 05:00PM - 08:00AM	1.00	EA	26.00	HR	390.00
Security Attendant - Overnight	10/12/2022 05:00PM - 08:00AM	1.00	EA	26.00	HR	390.00
Security Attendant - Overnight	10/13/2022 05:00PM - 08:00AM	1.00	EA	26.00	HR	390.00

### Outside Services

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

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

**Total: 4,170.50**

### Summary

Facility Rental Total	\$9,450.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$4,532.50
Parking Buyout (Based upon 200 vehicles at \$10.00 per vehicle)	\$2,000.00
Refundable Deposit	\$1,500.00
<b>Grand Total:</b>	<b>\$17,482.50</b>

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$17,482.50
<b>Total:</b>		<b>\$17,482.50</b>

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

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

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

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

### 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

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.

### OAK VIEW GROUP dba OVG HOSPITALITY

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

### RECYCLING / SB 1383

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

### RENTER AGREES

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

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

To limit speeds to 40 MPH.

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

### SOUND ORDINANCE

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

# EXHIBIT A

## Event Information

### **STATE FIRE MARSHAL**

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

FORM F-31

AGREEMENT NO. **R-157-22**

REVIEWED \_\_\_\_\_

DATE **September 21, 2022**

FAIRTIME

INTERIM **XX**

APPROVED \_\_\_\_\_

### **RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Guadagno & Sons dba G&S Shows** 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 26 - October 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:

### **Guadagno & Sons Camping**

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

**\$10,381.00**

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.

**Guadagno & Sons dba G&S Shows**  
**5550 Cerritos Avenue, Ste E**  
**Cypress, CA 90630**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Sharon Guadagno, Treasurer**

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

# EXHIBIT A

Event Information				
<b>Event Name:</b>	Guadagno & Sons Camping	<b>Contract No:</b>	R-157-22	
<b>Contact Person:</b>	Elias Andrade	<b>Phone:</b>	(951) 507-7250	
<b>Event Date:</b>	09/26/2022 - 10/05/2022	<b>Hours:</b>	12:00 AM - 11:59 PM Daily	
<b>Camping and Parking Fee:</b>	See Facility Rental Fees	<b>Projected Attendance:</b>	116	

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)	09/26/2022 - 10/05/2022 (9 Nights)	13.00 EA	45.00 EA/DAY	5,265.00
<b>Total:</b>				<b>5,265.00</b>

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 Wednesday - October 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>
50 Amp Drop	TBD	TBD EA	70.00 EA	TBD
Dumpster	Estimate 11	11.00 EA	19.00 EA	209.00
<b>Total:</b>				<b>209.00</b>

Reimbursable Personnel and Services Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b><u>Event Operations</u></b>				
<b>Set Up</b>				
Electrician	TBD	TBD HR	65.00 HR	TBD
<b>Event Day</b>				
Grounds Attendant	09/26/2022 - 10/05/2022 Estimate 1 Hour Per Day	1.00 HR	26.00 HR	260.00
Janitorial Attendant	09/26/2022 - 10/05/2022 Estimate 2 Hours Per Day	2.00 HR	26.00 HR	520.00
<b>Clean Up</b>				
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
<b><u>Safety &amp; Security</u></b>				
Security Attendant - Overnight	09/26/2022 03:30PM - 07:00AM	1.00 EA	26.00 HR	403.00
Security Attendant - Overnight	09/27/2022 03:30PM - 07:00AM	1.00 EA	26.00 HR	403.00
Security Attendant - Overnight	09/28/2022 03:30PM - 07:00AM	1.00 EA	26.00 HR	403.00
Security Attendant - Overnight	09/29/2022 03:30PM - 07:00AM	1.00 EA	26.00 HR	403.00
Security Attendant - Overnight	09/30/2022 03:30PM - 07:00AM	1.00 EA	26.00 HR	403.00
Security Attendant - Overnight	10/01/2022 03:30PM - 07:00AM	1.00 EA	26.00 HR	403.00
Security Attendant - Overnight	10/02/2022 03:30PM - 07:00AM	1.00 EA	26.00 HR	403.00
Security Attendant - Overnight	10/03/2022 03:30PM - 07:00AM	1.00 EA	26.00 HR	403.00
Security Attendant - Overnight	10/04/2022 03:30PM - 07:00AM	1.00 EA	26.00 HR	403.00
<b>Total:</b>				<b>4,407.00</b>

## Summary

Facility Rental Total	\$5,265.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$4,616.00
Refundable Deposit	\$500.00
<b>Grand Total:</b>	<b>\$10,381.00</b>

# EXHIBIT A

## Event Information

### Payment Schedule

#### Payment Schedule

First Payment

#### Due Date

*Upon Signing*

#### Amount

\$10,381.00

**Total:**

**\$10,381.00**

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.

#### **OAK VIEW GROUP dba OVG HOSPITALITY**

All food and beverage service must be discussed with and approved by OVG Hospitality, 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, Guadagno & Sons dba G&S Shows must comply with request.**

### STATE FIRE MARSHAL

Event footprint capacity will be determined by State Fire Marshal. Guadagno & Sons dba G&S Shows must comply with all California State Fire Codes. If State Fire Marshal requires changes to event layout, Guadagno & Sons dba G&S Shows must execute changes within the specified timeframe.

FORM F-31

AGREEMENT NO. **R-158-22**

REVIEWED \_\_\_\_\_

DATE **September 15, 2022**

FAIRTIME

APPROVED \_\_\_\_\_

INTERIM **XX**

### **RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Sift Research, 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 - 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:

**Sift Auto Research**

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

**\$24,774.50**

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 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.

**Sift Research, Inc.**  
**905 Calle Negocio #73774**  
**San Clemente, CA 92673**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: **Chris Winkler, CEO**

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

# EXHIBIT A

Event Information				
<b>Event Name:</b>	Sift Auto Research	<b>Contract No:</b>	R-158-22	
<b>Contact Person:</b>	Chris Winkler	<b>Phone:</b>	(858) 699-8877	
<b>Event Date:</b>	10/13/2022 - 10/15/2022	<b>Hours:</b>	Thursday: 9:00 AM - 8:30 PM Friday: 8:00 AM - 8:00 PM Saturday: 9:00 AM - 8:00 PM	
<b>Admission Price:</b>	Private Event			
<b>Vehicle Parking Fee:</b>	Parking Buyout ( <i>See Summary</i> )	<b>Projected Attendance:</b>	250	

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Wednesday</b>			
The Hangar	10/12/2022 08:00 AM - 05:00 PM	Move In	1,900.00
<b>Thursday</b>			
The Hangar	10/13/2022 09:00 AM - 08:30 PM	Event	3,800.00
<b>Friday</b>			
The Hangar	10/14/2022 08:00 AM - 08:00 PM	Event	3,800.00
<b>Saturday</b>			
The Hangar	10/15/2022 09:00 AM - 08:00 PM	Event	3,800.00

**Total: 13,300.00**

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 ensure that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.

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

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
100 Amp Drop	Estimate 2	2.00	EA	180.00	EA	360.00
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	750.00	EVT	750.00
Forklift	Estimate 4 Hours	4.00	HR	75.00	HR	300.00
Gaffers Tape	Estimate 10	10.00	EA	35.00	EA	350.00
Man Lift	Estimate 2 Hours	2.00	HR	75.00	HR	150.00
Portable Electronic Message Board	10/13/2022 - 10/15/2022	1.00	EA	75.00	EA/DAY	225.00
Scissor Lift	TBD	TBD	HR	75.00	HR	TBD
Sweeper (In-House)	Estimate 4 Hours	4.00	HR	75.00	HR	300.00
<b>Total:</b>						<b>2,549.00</b>

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
<b>Set Up</b>						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	31.00	HR	248.00
Grounds Attendant	Estimate 8 Hours	8.00	HR	26.00	HR	208.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	26.00	HR	208.00
Electrician	Estimate 1 Hour	1.00	HR	65.00	HR	65.00
<b>Event Day</b>						
Grounds Attendant	10/13/2022 Estimate 8 Hours	8.00	HR	26.00	HR	208.00
Janitorial Attendant	10/13/2022 Estimate 16 Hours	16.00	HR	26.00	HR	416.00
Grounds Attendant	10/14/2022 Estimate 8 Hours	8.00	HR	26.00	HR	208.00
Janitorial Attendant	10/14/2022 Estimate 16 Hours	16.00	HR	26.00	HR	416.00

# EXHIBIT A

Event Information						
Grounds Attendant	10/15/2022 Estimate 8 Hours	8.00	HR	26.00	HR	208.00
Janitorial Attendant	10/15/2022 Estimate 16 Hours	16.00	HR	26.00	HR	416.00
<b>Clean Up</b>						
Grounds Attendant	Estimate 16 Hours	16.00	HR	26.00	HR	416.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	26.00	HR	208.00
Electrician	Estimate 1 Hour	1.00	HR	65.00	HR	65.00
<b><u>Event Sales &amp; Services</u></b>						
Event Coordinator	10/13/2022 Estimate 4 Hours	4.00	HR	51.50	HR	206.00
Event Coordinator	10/14/2022 Estimate 4 Hours	4.00	HR	51.50	HR	206.00
Event Coordinator	10/15/2022 Estimate 4 Hours	4.00	HR	51.50	HR	206.00
<b><u>Parking</u></b>						
Parking Attendant Lead	Estimate 8 Hours	8.00	HR	31.00	HR	248.00
Parking Attendant	Estimate 16 Hours	16.00	HR	26.00	HR	416.00
<b><u>Safety &amp; Security</u></b>						
Security Attendant Lead	10/13/2022 08:00AM - 09:00PM	1.00	EA	31.00	HR	403.00
Security Attendant Lead	10/14/2022 07:00AM - 08:30PM	1.00	EA	31.00	HR	418.50
Security Attendant Lead	10/15/2022 08:00AM - 08:30PM	1.00	EA	31.00	HR	387.50
<b><u>Technology</u></b>						
Technology Attendant	TBD	TBD	EA	51.50	HR	TBD
<b><u>Outside Services</u></b>						
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
<b>Total:</b>						<b>6,175.50</b>

## Summary

Facility Rental Total	\$13,300.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$8,724.50
Parking Buyout ( <i>Based upon 125 vehicles at \$10.00 per vehicle</i> )	\$1,250.00
Refundable Deposit	\$1,500.00
<b>Grand Total:</b>	<b>\$24,774.50</b>

## Payment Schedule

<b><u>Payment Schedule</u></b>	<b><u>Due Date</u></b>	<b><u>Amount</u></b>
First Payment	<i>Upon Signing</i>	\$24,774.50
<b>Total:</b>		<b>\$24,774.50</b>

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

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

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

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

# EXHIBIT A

## Event Information

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

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

### **CANNABIS EVENTS**

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

### **CANOPIES / TENTS**

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

### **OAK VIEW GROUP dba OVG HOSPITALITY**

All food and beverage service must be discussed with and approved by OVG Hospitality, 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, Sift Research, Inc. must comply with request.**

### **STATE FIRE MARSHAL**

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

FORM F-31

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

AGREEMENT NO. **R-160-22**

DATE **September 20, 2022**

FAIRTIME

INTERIM **XX**

### **RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Elite Charter 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 12, 2022**

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

#### **See Exhibit A**

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

#### **Elite Charter Marketing Video Shoot**

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

**\$3,264.00**

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.

**Elite Charter LLC**  
**7111 Garden Grove Boulevard #220**  
**Garden Grove, CA 92841**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: Adam Swaby, CEO

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

# EXHIBIT A

Event Information			
<b>Event Name:</b>	Elite Charter Marketing Video Shoot	<b>Contract No:</b>	R-160-22
<b>Contact Person:</b>	Adam Swaby	<b>Phone:</b>	(562) 735-7578
<b>Event Date:</b>	10/12/2022	<b>Hours:</b>	9:00 AM - 6:00 PM
<b>Vehicle Parking Fee:</b>	No Charge (Private Event)	<b>Projected Attendance:</b>	20

Facility Rental Fee			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Wednesday</b>			
Parking Lot I	10/12/2022 09:00 AM - 06:00 PM	Event	2,100.00
<b>Total:</b>			<b>2,100.00</b>

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

Move out must be completed by 11:59 PM Wednesday - October 12, 2022 to avoid additional charges.

Estimated Equipment Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Dumpster	TBD	TBD EA	19.00 EA	TBD
			<b>Total:</b>	<b>0.00</b>

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
<b>Set Up/Clean Up</b>						
Janitorial Attendant	Estimate 4 Hours	4.00	HR	26.00	HR	104.00
<u>Insurance</u>						
S.E.L.I. Insurance	10/12/2022	1.00	EA	60.00	EA/DAY	60.00
<b>Total:</b>						<b>164.00</b>

Summary		
Facility Rental Total		\$2,100.00
Estimated Equipment, Reimbursable Personnel and Services Total		\$164.00
Refundable Deposit		\$1,000.00
<b>Grand Total:</b>		<b>\$3,264.00</b>

Payment Schedule		
<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$3,264.00
<b>Total:</b>		<b>\$3,264.00</b>

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

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

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

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

## 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

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.

### 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.

### OAK VIEW GROUP dba OVG HOSPITALITY

All food and beverage service must be discussed with and approved by OVG Hospitality, 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, Elite Charter LLC must comply with request.**



# EXHIBIT A

## Event Information

### **STATE FIRE MARSHAL**

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

FORM F-31

AGREEMENT NO. **R-162-22**

REVIEWED \_\_\_\_\_

DATE **September 22, 2022**

FAIRTIME

INTERIM **XX**

APPROVED \_\_\_\_\_

### **RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Winter Fun Festivals 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 3 - November 6, 2022**

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

### **See Exhibit A**

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

### **Winter Fest Trailer Storage**

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

**\$8,400.00**

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.

**Winter Fun Festivals LLC**  
**5267 Warner Avenue #265**  
**Huntington Beach, CA 92649**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: **Mark Entner, Chief Executive Officer**

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

# EXHIBIT A

Event Information			
<b>Event Name:</b>	Winter Fest Trailer Storage	<b>Contract No:</b>	R-162-22
<b>Contact Person:</b>	Mark Entner	<b>Phone:</b>	(949) 514-9659
<b>Event Date:</b>	10/03/2022 - 11/06/2022	<b>Hours:</b>	12:00 AM - 11:59 PM Daily
<b>Camping and Parking Fee:</b>	See Facility Rental Fees	<b>Projected Attendance:</b>	12

Facility Rental Fees				
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Parking Lot H	10/03/2022 - 11/06/2022	12.00 EA	20.00 EA/DAY	8,400.00
<b>Total:</b>				<b>8,400.00</b>

Hosting of this event in the above specified space, Parking Lot H, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also 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 - November 7, 2022 to avoid additional charges.

Summary	
Facility Rental Total	\$8,400.00
<b>Grand Total:</b>	<b>\$8,400.00</b>

Payment Schedule	
<u>Payment Schedule</u>	<u>Due Date</u>
First Payment	Upon Signing
<b>Total:</b>	<b>\$8,400.00</b>

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

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

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

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

## 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.

# EXHIBIT A

## Event Information

### **OAK VIEW GROUP dba OVG HOSPITALITY**

All food and beverage service must be discussed with and approved by OVG Hospitality, 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, Winter Fun Festivals LLC must comply with request.**

### **STORAGE AREA / WORK SPACE**

The storage area/work space is required to be enclosed within a temporary fence with mesh. Winter Fun Festivals LLC must keep the work space clean at all times. A safe work environment must be maintained and must follow all State Fire Marshal codes and OSHA work standards. Winter Fun Festivals LLC understands that other events will be onsite and may require the use of Parking Lot H and will need to make accommodations if requested by OCFEC.

### **STATE FIRE MARSHAL**

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

FORM F-31

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

AGREEMENT NO. **R-168-22**

DATE **October 6, 2022**

FAIRTIME

INTERIM **XX**

### **RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **IBJJF dba International BJJ 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 18, 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:

#### **IBJJF GP 2022**

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

**\$10,538.50**

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.

**IBJJF dba International BJJ Inc.**  
**17256 Red Hill Avenue**  
**Irvine, CA 92614**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: **Leonardo Araujo, Event Coordinator**

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

# EXHIBIT A

Event Information			
<b>Event Name:</b>	IBJJF GP 2022	<b>Contract No:</b>	R-168-22
<b>Contact Person:</b>	Leonardo Araujo	<b>Phone:</b>	(949) 812-2017
<b>Event Date:</b>	11/18/2022	<b>Hours:</b>	6:00 PM - 9:00 PM
<b>Admission Price:</b>	Private Event		
<b>Vehicle Parking Fee:</b>	Parking Buyout ( <i>See Summary</i> )	<b>Projected Attendance:</b>	100

Facility Rental Fee			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Friday</b>			
The Hangar	11/18/2022 09:00 AM - 06:00 PM	Move In	No Charge
The Hangar	11/18/2022 06:00 PM - 09:00 PM	Event	3,800.00
<b>Total:</b>			<b>3,800.00</b>

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

Move out must be completed by 11:59 PM Friday - November 18, 2022 to avoid additional charges.

Estimated Equipment Fee						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
4-Channel Audio Mixer	Estimate 1	1.00	EA	35.00	EA	35.00
50 Amp Drop	TBD	TBD	EA	70.00	EA	TBD
Barricade (Plastic)	TBD	TBD	EA	15.00	EA	TBD
Bleacher (75 Seat Section)	Estimate 1	1.00	EA	175.00	EA	175.00
Chair (Individual)	Estimate 40	40.00	EA	2.50	EA	100.00
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	250.00	EVT	250.00
Forklift	Estimate 2 Hours	2.00	HR	75.00	HR	150.00
Man Lift	TBD	TBD	HR	75.00	HR	TBD
Picnic Table (Rectangular & Round)	TBD	TBD	EA	15.00	EA	TBD
Portable Electronic Message Board	11/18/2022	2.00	EA	75.00	EA/DAY	150.00
Public Address System (Per Building)	11/18/2022	1.00	EA	75.00	EA/DAY	75.00
Scissor Lift	TBD	TBD	HR	75.00	HR	TBD
Stanchion	TBD	TBD	EA	5.00	EA	TBD
Sweeper (In-House)	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
Ticket Booth (Double Window)	TBD	TBD	EA	100.00	EA	TBD
<b>Total:</b>						<b>1,274.00</b>

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
<b>Set Up</b>						
Grounds Attendant	Estimate 8 Hours	8.00	HR	26.00	HR	208.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	26.00	HR	208.00
Electrician	Estimate 2 Hours	2.00	HR	65.00	HR	130.00
<b>Event Day</b>						
Grounds Attendant Lead	11/18/2022 05:00PM - 10:00PM	1.00	EA	31.00	HR	155.00
Grounds Attendant	11/18/2022 05:00PM - 10:00PM	1.00	EA	26.00	HR	130.00
Janitorial Attendant	11/18/2022 05:00PM - 10:00PM	2.00	EA	26.00	HR	260.00
Electrician	TBD	TBD	EA	65.00	HR	TBD



# EXHIBIT A

## Event Information

### Clean Up

Grounds Attendant Lead	Estimate 5 Hours	5.00	HR	31.00	HR	155.00
Grounds Attendant	Estimate 6 Hours	6.00	HR	26.00	HR	156.00
Janitorial Attendant	Estimate 6 Hours	6.00	HR	26.00	HR	156.00
Electrician	TBD	TBD	HR	65.00	HR	TBD

### Event Sales & Services

Event Coordinator	11/18/2022 05:00PM - 10:00PM	1.00	EA	51.50	HR	257.50
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### Parking

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

### Safety & Security

Security Attendant Lead	11/18/2022 05:00PM - 09:30PM	1.00	EA	31.00	HR	139.50
Security Attendant	11/18/2022 05:00PM - 09:30PM	3.00	EA	26.00	HR	351.00

### Technology

Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00
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### Outside Services

State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
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**Total: 3,464.50**

### Summary

Facility Rental Total	\$3,800.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$4,738.50
Parking Buyout ( <i>Based upon 50 vehicles at \$10.00 per vehicle</i> )	\$500.00
Refundable Deposit	\$1,500.00

**Grand Total: \$10,538.50**

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	<i>Upon Signing</i>	\$10,538.50
<b>Total:</b>		<b>\$10,538.50</b>

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

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

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

### ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

# 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

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.

### OAK VIEW GROUP dba OVG HOSPITALITY

All food and beverage service must be discussed with and approved by OVG Hospitality, 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, IBJJF dba International BJJ Inc. must comply with request.**

### STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-161-22**

REVIEWED \_\_\_\_\_

DATE **October 13, 2022**

FAIRTIME

INTERIM **XX**

APPROVED \_\_\_\_\_

### **RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Celebration Festivals 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 30, 2022 - January 15, 2023**

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:

#### **Winter Fest OC**

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

**\$323,418.13**

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.

**Celebration Festivals LLC**  
**14252 Culver Drive, Suite A-320**  
**Irvine, CA 92604**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: **Mark Entner, CEO**

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

# EXHIBIT A

Event Information			
<b>Event Name:</b>	Winter Fest OC	<b>Contract No:</b>	R-161-22
<b>Contact Person:</b>	Mark Entner	<b>Phone:</b>	(657) 333-2520
<b>Event Date:</b>	11/25/2022 - 01/01/2023	<b>Hours:</b>	<u>December 1 - 18</u>
	<u>Special Hours</u>	Thursday - Friday:	4:00 PM - 10:00 PM
	November 25 - 27: 12:00 PM - 10:00 PM	Saturday - Sunday:	12:00 PM - 10:00 PM
	December 24: 12:00 PM - 8:00 PM		<u>December 22 - 23</u>
	December 25: 12:00 PM - 10:00 PM	Thursday - Friday:	12:00 PM - 10:00 PM
	December 31: 12:00 PM - 12:30 AM		<u>December 26 - January 1</u>
		Daily:	12:00 PM - 10:00 PM
<b>Admission Price:</b>	Adult: \$30.00 Child: \$25.00		
<b>Vehicle Parking Fee:</b>	\$10.00 General Parking	<b>Projected Attendance:</b>	20,000

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Parking Lot A (North)	10/30/2022 - 11/24/2022	Move In	27,300.00
Parking Lot A (North)	11/25/2022 12:00 PM - 10:00 PM	Event	2,100.00
Parking Lot A (North)	11/26/2022 12:00 PM - 10:00 PM	Event	2,100.00
Parking Lot A (North)	11/27/2022 12:00 PM - 10:00 PM	Event	2,100.00
Parking Lot A (North)	11/28/2022 07:00 AM - 11:59 PM	Dark Day	1,050.00
Parking Lot A (North)	11/29/2022 07:00 AM - 11:59 PM	Dark Day	1,050.00
Parking Lot A (North)	11/30/2022 07:00 AM - 11:59 PM	Dark Day	1,050.00
Parking Lot A (North)	12/01/2022 04:00 PM - 10:00 PM	Event	2,100.00
Parking Lot A (North)	12/02/2022 04:00 PM - 10:00 PM	Event	2,100.00
Parking Lot A (North)	12/03/2022 12:00 PM - 10:00 PM	Event	2,100.00
Parking Lot A (North)	12/04/2022 12:00 PM - 10:00 PM	Event	2,100.00
Parking Lot A (North)	12/05/2022 07:00 AM - 11:59 PM	Dark Day	1,050.00
Parking Lot A (North)	12/06/2022 07:00 AM - 11:59 PM	Dark Day	1,050.00
Parking Lot A (North)	12/07/2022 07:00 AM - 11:59 PM	Dark Day	1,050.00
Parking Lot A (North)	12/08/2022 04:00 PM - 10:00 PM	Event	2,100.00
Parking Lot A (North)	12/09/2022 04:00 PM - 10:00 PM	Event	2,100.00
Parking Lot A (North)	12/10/2022 12:00 PM - 10:00 PM	Event	2,100.00
Parking Lot A (North)	12/11/2022 12:00 PM - 10:00 PM	Event	2,100.00
Parking Lot A (North)	12/12/2022 07:00 AM - 11:59 PM	Dark Day	1,050.00
Parking Lot A (North)	12/13/2022 07:00 AM - 11:59 PM	Dark Day	1,050.00
Parking Lot A (North)	12/14/2022 07:00 AM - 11:59 PM	Dark Day	1,050.00
Parking Lot A (North)	12/15/2022 04:00 PM - 10:00 PM	Event	2,100.00
Parking Lot A (North)	12/16/2022 04:00 PM - 10:00 PM	Event	2,100.00
Parking Lot A (North)	12/17/2022 12:00 PM - 10:00 PM	Event	2,100.00
Parking Lot A (North)	12/18/2022 12:00 PM - 10:00 PM	Event	2,100.00
Parking Lot A (North)	12/19/2022 07:00 AM - 11:59 PM	Dark Day	1,050.00
Parking Lot A (North)	12/20/2022 07:00 AM - 11:59 PM	Dark Day	1,050.00
Parking Lot A (North)	12/21/2022 07:00 AM - 11:59 PM	Dark Day	1,050.00
Parking Lot A (North)	12/22/2022 12:00 PM - 10:00 PM	Event	2,100.00
Parking Lot A (North)	12/23/2022 12:00 PM - 10:00 PM	Event	2,100.00
Parking Lot A (North)	12/24/2022 12:00 PM - 08:00 PM	Event	2,100.00
Parking Lot A (North)	12/25/2022 12:00 PM - 10:00 PM	Event	2,100.00
Parking Lot A (North)	12/26/2022 12:00 PM - 10:00 PM	Event	2,100.00
Parking Lot A (North)	12/27/2022 12:00 PM - 10:00 PM	Event	2,100.00
Parking Lot A (North)	12/28/2022 12:00 PM - 10:00 PM	Event	2,100.00
Parking Lot A (North)	12/29/2022 12:00 PM - 10:00 PM	Event	2,100.00
Parking Lot A (North)	12/30/2022 12:00 PM - 10:00 PM	Event	2,100.00
Parking Lot A (North)	12/31/2022 12:00 PM - 12:30 AM	Event	2,100.00
Parking Lot A (North)	01/01/2023 12:00 PM - 10:00 PM	Event	2,150.00

# EXHIBIT A

Event Information			
Parking Lot A (North)	01/02/2023 - 01/09/2023	Move Out	8,600.00
Parking Lot A (North)	01/10/2023 - 01/15/2023	Move Out	No Charge

**Total: 103,150.00**

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 PM Sunday - January 15, 2023 to avoid additional charges.**

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
50 MB Internet - Hard Line	11/25/2022 - 01/01/2023	1.00	EA	1,800.00	FLAT	1,800.00
20 Amp Drop	TBD	TBD	EA	25.00	EA	TBD
50 Amp Drop	Estimate 6	6.00	EA	70.00	EA	420.00
100 Amp Drop	Estimate 4	4.00	EA	180.00	EA	720.00
200 Amp Drop	TBD	TBD	EA	360.00	EA	TBD
400 Amp Drop	Estimate 2	2.00	EA	720.00	EA	1,440.00
Barricade (Plastic)	Estimate 50	50.00	EA	15.00	EA	750.00
Bench (Metal)	Estimate 30	30.00	EA	15.00	EA	450.00
Cable Ramp	Estimate 20	20.00	EA	15.00	EA	300.00
Carousel Horse	TBD	TBD	EA	0.00	EA	TBD
Cube Tower	Estimate 5	5.00	EA	100.00	EA	500.00
Dumpster	Estimate 10	10.00	EA	19.00	EA	190.00
Electrical Splitter Box	Estimate 20	20.00	EA	55.00	EA	1,100.00
Electrical Usage Rate	Estimate Only	1.00	EA	7,150.00	EVT	7,150.00
Forklift	Estimate 20 Hours	20.00	HR	75.00	HR	1,500.00
Handwashing Station	Estimate 3	3.00	EA	100.00	EA	300.00
Hang Tag - 26 Day	Estimate 50	50.00	EA	130.00	EA	6,500.00
Man Lift	Estimate 6 Hours	6.00	HR	75.00	HR	450.00
Marquee Board	10/31/2022 - 01/01/2023	9.00	WK	Included		Included
Picnic Table (Rectangular & Round)	Estimate 40	40.00	EA	15.00	EA	600.00
Portable Electronic Message Board	11/25/2022 - 01/01/2023 (Event Day Only)	2.00	EA	75.00	EA/DAY	3,900.00
Portable Restroom Unit	11/25/2022 - 01/01/2023 (Event Day Only)	1.00	EA	250.00	EA/DAY	6,500.00
Propane & Diesel	Estimate 950 Gallons	950.00	GAL	3.00	GAL	2,850.00
Propane Heater	TBD	TBD	EA	50.00	EA	TBD
PVC Material	Estimate Only	1.00	EA	300.00	EVT	300.00
Scissor Lift	TBD	TBD	HR	75.00	HR	TBD
Stanchion	Estimate 100	100.00	EA	5.00	EA	500.00
Sweeper (In-House)	Estimate 80 Hours	80.00	HR	75.00	HR	6,000.00
Ticket Booth (Double Window)	Estimate 4	4.00	EA	100.00	EA	400.00
Trussing Unit	Estimate 4	4.00	EA	200.00	EA	800.00
Water Truck (Includes Water)	TBD	TBD	HR	80.00	HR	TBD
White Picket Fence 4'	TBD	TBD	EA	10.00	EA	TBD
White Picket Fence 8'	Estimate 24	24.00	EA	15.00	EA	360.00
<b>Total:</b>						<b>45,780.00</b>

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant	Estimate 40 Hours	40.00	HR	26.00	HR	1,040.00
Janitorial Attendant	Estimate 96 Hours	96.00	HR	26.00	HR	2,496.00

# EXHIBIT A

Event Information						
Electrician	Estimate 43 Hours	43.00	HR	65.00	HR	2,795.00
Plumber	Estimate 15 Hours	15.00	HR	65.00	HR	975.00
<i>*Any staffing on November 24, 2022 will be charged at premium holiday rates.</i>						
<b>Event Day</b>						
Grounds Attendant Lead	11/25/2022 11:00AM - 11:00PM	1.00	EA	46.50	HR*	558.00
Grounds Attendant	11/25/2022 11:00AM - 11:00PM	3.00	EA	39.00	HR*	1,404.00
Janitorial Attendant	11/25/2022 11:00AM - 11:00PM	7.00	EA	39.00	HR*	3,276.00
Electrician	11/25/2022 11:00AM - 11:00PM	1.00	EA	97.50	HR*	1,170.00
Grounds Attendant Lead	11/26/2022 11:00AM - 11:00PM	1.00	EA	31.00	HR	372.00
Grounds Attendant	11/26/2022 11:00AM - 11:00PM	3.00	EA	26.00	HR	936.00
Janitorial Attendant	11/26/2022 11:00AM - 11:00PM	7.00	EA	26.00	HR	2,184.00
Electrician	11/26/2022 11:00AM - 11:00PM	1.00	EA	65.00	HR	780.00
Grounds Attendant Lead	11/27/2022 11:00AM - 11:00PM	1.00	EA	31.00	HR	372.00
Grounds Attendant	11/27/2022 11:00AM - 11:00PM	3.00	EA	26.00	HR	936.00
Janitorial Attendant	11/27/2022 11:00AM - 11:00PM	7.00	EA	26.00	HR	2,184.00
Electrician	11/27/2022 11:00AM - 11:00PM	1.00	EA	65.00	HR	780.00
Grounds Attendant Lead	12/01/2022 03:00PM - 11:00PM	1.00	EA	31.00	HR	248.00
Grounds Attendant	12/01/2022 03:00PM - 11:00PM	3.00	EA	26.00	HR	624.00
Janitorial Attendant	12/01/2022 03:00PM - 11:00PM	7.00	EA	26.00	HR	1,456.00
Electrician	12/01/2022 03:00PM - 11:00PM	1.00	EA	65.00	HR	520.00
Grounds Attendant Lead	12/02/2022 03:00PM - 11:00PM	1.00	EA	31.00	HR	248.00
Grounds Attendant	12/02/2022 03:00PM - 11:00PM	3.00	EA	26.00	HR	624.00
Janitorial Attendant	12/02/2022 03:00PM - 11:00PM	7.00	EA	26.00	HR	1,456.00
Electrician	12/02/2022 03:00PM - 11:00PM	1.00	EA	65.00	HR	520.00
Grounds Attendant Lead	12/03/2022 11:00AM - 11:00PM	1.00	EA	31.00	HR	372.00
Grounds Attendant	12/03/2022 11:00AM - 11:00PM	3.00	EA	26.00	HR	936.00
Janitorial Attendant	12/03/2022 11:00AM - 11:00PM	7.00	EA	26.00	HR	2,184.00
Electrician	12/03/2022 11:00AM - 11:00PM	1.00	EA	65.00	HR	780.00
Grounds Attendant Lead	12/04/2022 11:00AM - 11:00PM	1.00	EA	31.00	HR	372.00
Grounds Attendant	12/04/2022 11:00AM - 11:00PM	3.00	EA	26.00	HR	936.00
Janitorial Attendant	12/04/2022 11:00AM - 11:00PM	7.00	EA	26.00	HR	2,184.00
Electrician	12/04/2022 11:00AM - 11:00PM	1.00	EA	65.00	HR	780.00
Grounds Attendant Lead	12/08/2022 03:00PM - 11:00PM	1.00	EA	31.00	HR	248.00
Grounds Attendant	12/08/2022 03:00PM - 11:00PM	3.00	EA	26.00	HR	624.00
Janitorial Attendant	12/08/2022 03:00PM - 11:00PM	7.00	EA	26.00	HR	1,456.00
Electrician	12/08/2022 03:00PM - 11:00PM	1.00	EA	65.00	HR	520.00
Grounds Attendant Lead	12/09/2022 03:00PM - 11:00PM	1.00	EA	31.00	HR	248.00
Grounds Attendant	12/09/2022 03:00PM - 11:00PM	3.00	EA	26.00	HR	624.00
Janitorial Attendant	12/09/2022 03:00PM - 11:00PM	7.00	EA	26.00	HR	1,456.00
Electrician	12/09/2022 03:00PM - 11:00PM	1.00	EA	65.00	HR	520.00
Grounds Attendant Lead	12/10/2022 11:00AM - 11:00PM	1.00	EA	31.00	HR	372.00
Grounds Attendant	12/10/2022 11:00AM - 11:00PM	3.00	EA	26.00	HR	936.00
Janitorial Attendant	12/10/2022 11:00AM - 11:00PM	7.00	EA	26.00	HR	2,184.00
Electrician	12/10/2022 11:00AM - 11:00PM	1.00	EA	65.00	HR	780.00

# EXHIBIT A

Event Information						
Grounds Attendant Lead	12/11/2022 11:00AM - 11:00PM	1.00	EA	31.00	HR	372.00
Grounds Attendant	12/11/2022 11:00AM - 11:00PM	3.00	EA	26.00	HR	936.00
Janitorial Attendant	12/11/2022 11:00AM - 11:00PM	7.00	EA	26.00	HR	2,184.00
Electrician	12/11/2022 11:00AM - 11:00PM	1.00	EA	65.00	HR	780.00
Grounds Attendant Lead	12/15/2022 03:00PM - 11:00PM	1.00	EA	31.00	HR	248.00
Grounds Attendant	12/15/2022 03:00PM - 11:00PM	3.00	EA	26.00	HR	624.00
Janitorial Attendant	12/15/2022 03:00PM - 11:00PM	7.00	EA	26.00	HR	1,456.00
Electrician	12/15/2022 03:00PM - 11:00PM	1.00	EA	65.00	HR	520.00
Grounds Attendant Lead	12/16/2022 03:00PM - 11:00PM	1.00	EA	31.00	HR	248.00
Grounds Attendant	12/16/2022 03:00PM - 11:00PM	3.00	EA	26.00	HR	624.00
Janitorial Attendant	12/16/2022 03:00PM - 11:00PM	7.00	EA	26.00	HR	1,456.00
Electrician	12/16/2022 03:00PM - 11:00PM	1.00	EA	65.00	HR	520.00
Grounds Attendant Lead	12/17/2022 11:00AM - 11:00PM	1.00	EA	31.00	HR	372.00
Grounds Attendant	12/17/2022 11:00AM - 11:00PM	3.00	EA	26.00	HR	936.00
Janitorial Attendant	12/17/2022 11:00AM - 11:00PM	7.00	EA	26.00	HR	2,184.00
Electrician	12/17/2022 11:00AM - 11:00PM	1.00	EA	65.00	HR	780.00
Grounds Attendant Lead	12/18/2022 11:00AM - 11:00PM	1.00	EA	31.00	HR	372.00
Grounds Attendant	12/18/2022 11:00AM - 11:00PM	3.00	EA	26.00	HR	936.00
Janitorial Attendant	12/18/2022 11:00AM - 11:00PM	7.00	EA	26.00	HR	2,184.00
Electrician	12/18/2022 11:00AM - 11:00PM	1.00	EA	65.00	HR	780.00
Grounds Attendant Lead	12/22/2022 11:00AM - 11:00PM	1.00	EA	31.00	HR	372.00
Grounds Attendant	12/22/2022 11:00AM - 11:00PM	3.00	EA	26.00	HR	936.00
Janitorial Attendant	12/22/2022 11:00AM - 11:00PM	7.00	EA	26.00	HR	2,184.00
Electrician	12/22/2022 11:00AM - 11:00PM	1.00	EA	65.00	HR	780.00
Grounds Attendant Lead	12/23/2022 11:00AM - 11:00PM	1.00	EA	31.00	HR	372.00
Grounds Attendant	12/23/2022 11:00AM - 11:00PM	3.00	EA	26.00	HR	936.00
Janitorial Attendant	12/23/2022 11:00AM - 11:00PM	7.00	EA	26.00	HR	2,184.00
Electrician	12/23/2022 11:00AM - 11:00PM	1.00	EA	65.00	HR	780.00
Grounds Attendant Lead	12/24/2022 11:00AM - 09:00PM	1.00	EA	46.50	HR*	465.00
Grounds Attendant	12/24/2022 11:00AM - 09:00PM	3.00	EA	39.00	HR*	1,170.00
Janitorial Attendant	12/24/2022 11:00AM - 09:00PM	7.00	EA	39.00	HR*	2,730.00
Electrician	12/24/2022 11:00AM - 09:00PM	1.00	EA	97.50	HR*	975.00
Grounds Attendant Lead	12/25/2022 11:00AM - 11:00PM	1.00	EA	62.00	HR*	744.00
Grounds Attendant	12/25/2022 11:00AM - 11:00PM	3.00	EA	52.00	HR*	1,872.00
Janitorial Attendant	12/25/2022 11:00AM - 11:00PM	7.00	EA	52.00	HR*	4,368.00
Electrician	12/25/2022 11:00AM - 11:00PM	1.00	EA	130.00	HR*	1,560.00
Grounds Attendant Lead	12/26/2022 11:00AM - 11:00PM	1.00	EA	31.00	HR	372.00
Grounds Attendant	12/26/2022 11:00AM - 11:00PM	3.00	EA	26.00	HR	936.00
Janitorial Attendant	12/26/2022 11:00AM - 11:00PM	7.00	EA	26.00	HR	2,184.00
Electrician	12/26/2022 11:00AM - 11:00PM	1.00	EA	65.00	HR	780.00
Grounds Attendant Lead	12/27/2022 11:00AM - 11:00PM	1.00	EA	31.00	HR	372.00
Grounds Attendant	12/27/2022 11:00AM - 11:00PM	3.00	EA	26.00	HR	936.00



# EXHIBIT A

Event Information						
Janitorial Attendant	12/27/2022 11:00AM - 11:00PM	7.00	EA	26.00	HR	2,184.00
Electrician	12/27/2022 11:00AM - 11:00PM	1.00	EA	65.00	HR	780.00
Grounds Attendant Lead	12/28/2022 11:00AM - 11:00PM	1.00	EA	31.00	HR	372.00
Grounds Attendant	12/28/2022 11:00AM - 11:00PM	3.00	EA	26.00	HR	936.00
Janitorial Attendant	12/28/2022 11:00AM - 11:00PM	7.00	EA	26.00	HR	2,184.00
Electrician	12/28/2022 11:00AM - 11:00PM	1.00	EA	65.00	HR	780.00
Grounds Attendant Lead	12/29/2022 11:00AM - 11:00PM	1.00	EA	31.00	HR	372.00
Grounds Attendant	12/29/2022 11:00AM - 11:00PM	3.00	EA	26.00	HR	936.00
Janitorial Attendant	12/29/2022 11:00AM - 11:00PM	7.00	EA	26.00	HR	2,184.00
Electrician	12/29/2022 11:00AM - 11:00PM	1.00	EA	65.00	HR	780.00
Grounds Attendant Lead	12/30/2022 11:00AM - 11:00PM	1.00	EA	31.00	HR	372.00
Grounds Attendant	12/30/2022 11:00AM - 11:00PM	3.00	EA	26.00	HR	936.00
Janitorial Attendant	12/30/2022 11:00AM - 11:00PM	7.00	EA	26.00	HR	2,184.00
Electrician	12/30/2022 11:00AM - 11:00PM	1.00	EA	65.00	HR	780.00
Grounds Attendant Lead	12/31/2022 11:00AM - 01:30AM	1.00	EA	46.50	HR*	674.25
Grounds Attendant	12/31/2022 11:00AM - 01:30AM	3.00	EA	39.00	HR*	1,696.50
Janitorial Attendant	12/31/2022 11:00AM - 01:30AM	7.00	EA	39.00	HR*	3,958.50
Electrician	12/31/2022 11:00AM - 01:30AM	1.00	EA	97.50	HR*	1,413.75
Grounds Attendant Lead	01/01/2023 11:00AM - 11:00PM	1.00	EA	64.00	HR*	768.00
Grounds Attendant	01/01/2023 11:00AM - 11:00PM	3.00	EA	54.00	HR*	1,944.00
Janitorial Attendant	01/01/2023 11:00AM - 11:00PM	7.00	EA	54.00	HR*	4,536.00
Electrician	01/01/2023 11:00AM - 11:00PM	1.00	EA	135.00	HR*	1,620.00
<b>Clean Up</b>						
Grounds Attendant	Estimate 25 Hours	25.00	HR	27.00	HR	675.00
Janitorial Attendant	Estimate 20 Hours	20.00	HR	27.00	HR	540.00
Electrician	Estimate 24 Hours	24.00	HR	67.50	HR	1,620.00
Plumber	Estimate 15 Hours	15.00	HR	67.50	HR	1,012.50
<b><u>Event Sales &amp; Services</u></b>						
Event Coordinator	11/25/2022 11:00AM - 11:00PM	1.00	EA	77.25	HR*	927.00
Event Coordinator	11/26/2022 11:00AM - 11:00PM	1.00	EA	51.50	HR	618.00
Event Coordinator	11/27/2022 11:00AM - 11:00PM	1.00	EA	51.50	HR	618.00
Event Coordinator	12/01/2022 03:00PM - 11:00PM	1.00	EA	51.50	HR	412.00
Event Coordinator	12/02/2022 03:00PM - 11:00PM	1.00	EA	51.50	HR	412.00
Event Coordinator	12/03/2022 11:00AM - 11:00PM	1.00	EA	51.50	HR	618.00
Event Coordinator	12/04/2022 11:00AM - 11:00PM	1.00	EA	51.50	HR	618.00
Event Coordinator	12/08/2022 03:00PM - 11:00PM	1.00	EA	51.50	HR	412.00
Event Coordinator	12/09/2022 03:00PM - 11:00PM	1.00	EA	51.50	HR	412.00
Event Coordinator	12/10/2022 11:00AM - 11:00PM	1.00	EA	51.50	HR	618.00
Event Coordinator	12/11/2022 11:00AM - 11:00PM	1.00	EA	51.50	HR	618.00
Event Coordinator	12/15/2022 03:00PM - 11:00PM	1.00	EA	51.50	HR	412.00
Event Coordinator	12/16/2022 03:00PM - 11:00PM	1.00	EA	51.50	HR	412.00
Event Coordinator	12/17/2022 11:00AM - 11:00PM	1.00	EA	51.50	HR	618.00
Event Coordinator	12/18/2022 11:00AM - 11:00PM	1.00	EA	51.50	HR	618.00
Event Coordinator	12/22/2022 11:00AM - 11:00PM	1.00	EA	51.50	HR	618.00
Event Coordinator	12/23/2022 11:00AM - 11:00PM	1.00	EA	51.50	HR	618.00

# EXHIBIT A

Event Information						
Event Coordinator	12/24/2022 11:00AM - 09:00PM	1.00	EA	77.25	HR*	772.50
Event Coordinator	12/25/2022 11:00AM - 11:00PM	1.00	EA	103.00	HR*	1,236.00
Event Coordinator	12/26/2022 11:00AM - 11:00PM	1.00	EA	51.50	HR	618.00
Event Coordinator	12/27/2022 11:00AM - 11:00PM	1.00	EA	51.50	HR	618.00
Event Coordinator	12/28/2022 11:00AM - 11:00PM	1.00	EA	51.50	HR	618.00
Event Coordinator	12/29/2022 11:00AM - 11:00PM	1.00	EA	51.50	HR	618.00
Event Coordinator	12/30/2022 11:00AM - 11:00PM	1.00	EA	51.50	HR	618.00
Event Coordinator	12/31/2022 11:00AM - 01:30AM	1.00	EA	77.25	HR*	1,120.13
Event Coordinator	01/01/2023 11:00AM - 11:00PM	1.00	EA	106.00	HR*	1,272.00
<b><u>Parking</u></b>						
Parking Attendant Lead	Estimate 20 Hours	20.00	HR	31.00	HR	620.00
Parking Attendant	Estimate 40 Hours	40.00	HR	26.00	HR	1,040.00
<b><u>Safety &amp; Security</u></b>						
Security Attendant Lead	11/25/2022 11:00AM - 10:30PM	1.00	EA	46.50	HR*	534.75
Security Attendant Lead	11/26/2022 11:00AM - 10:30PM	1.00	EA	31.00	HR	356.50
Security Attendant Lead	11/27/2022 11:00AM - 10:30PM	1.00	EA	31.00	HR	356.50
Security Attendant Lead	12/01/2022 03:00PM - 10:30PM	1.00	EA	31.00	HR	232.50
Security Attendant Lead	12/02/2022 03:00PM - 10:30PM	1.00	EA	31.00	HR	232.50
Security Attendant Lead	12/03/2022 11:00AM - 10:30PM	1.00	EA	31.00	HR	356.50
Security Attendant Lead	12/04/2022 11:00AM - 10:30PM	1.00	EA	31.00	HR	356.50
Security Attendant Lead	12/08/2022 03:00PM - 10:30PM	1.00	EA	31.00	HR	232.50
Security Attendant Lead	12/09/2022 03:00PM - 10:30PM	1.00	EA	31.00	HR	232.50
Security Attendant Lead	12/10/2022 11:00AM - 10:30PM	1.00	EA	31.00	HR	356.50
Security Attendant Lead	12/11/2022 11:00AM - 10:30PM	1.00	EA	31.00	HR	356.50
Security Attendant Lead	12/15/2022 03:00PM - 10:30PM	1.00	EA	31.00	HR	232.50
Security Attendant Lead	12/16/2022 03:00PM - 10:30PM	1.00	EA	31.00	HR	232.50
Security Attendant Lead	12/17/2022 11:00AM - 10:30PM	1.00	EA	31.00	HR	356.50
Security Attendant Lead	12/18/2022 11:00AM - 10:30PM	1.00	EA	31.00	HR	356.50
Security Attendant Lead	12/22/2022 11:00AM - 10:30PM	1.00	EA	31.00	HR	356.50
Security Attendant Lead	12/23/2022 11:00AM - 10:30PM	1.00	EA	31.00	HR	356.50
Security Attendant Lead	12/24/2022 11:00AM - 08:30PM	1.00	EA	46.50	HR*	441.75
Security Attendant Lead	12/25/2022 11:00AM - 10:30PM	1.00	EA	62.00	HR*	713.00
Security Attendant Lead	12/26/2022 11:00AM - 10:30PM	1.00	EA	31.00	HR	356.50
Security Attendant Lead	12/27/2022 11:00AM - 10:30PM	1.00	EA	31.00	HR	356.50
Security Attendant Lead	12/28/2022 11:00AM - 10:30PM	1.00	EA	31.00	HR	356.50
Security Attendant Lead	12/29/2022 11:00AM - 10:30PM	1.00	EA	31.00	HR	356.50
Security Attendant Lead	12/30/2022 11:00AM - 10:30PM	1.00	EA	31.00	HR	356.50
Security Attendant Lead	12/31/2022 11:00AM - 01:00AM	1.00	EA	46.50	HR*	651.00
Security Attendant Lead	01/01/2023 11:00AM - 10:30PM	1.00	EA	64.00	HR*	736.00
<b><u>Outside Services</u></b>						
Ride Inspector	Estimate Only	1.00	EA	3,000.00	EVT	3,000.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	5.00	HR	263.00	HR	1,315.00
Sound Engineer	11/25/2022 - 11/27/2022	1.00	EA	800.00	EA/DAY	2,400.00
<b>*State Holiday Rates</b>					<b>Total:</b>	<b>164,488.13</b>

# EXHIBIT A

Event Information	
Summary	
Facility Rental Total	\$103,150.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$210,268.13
Refundable Deposit	\$10,000.00
Grand Total:	\$323,418.13

Payment Schedule	
<u>Payment Schedule</u>	<u>Due Date</u> <u>Amount</u>
First Payment	<i>Upon Signing</i> \$323,418.13
Total:	\$323,418.13

Please Remit Payment in \*Check or Credit Card Only\*  
\*\*ALL PAYMENTS ARE NON REFUNDABLE\*\*

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

# EXHIBIT A

## Event Information

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

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

### **ADDITIONAL INSURANCE REQUIREMENT (HAZARDOUS/INTERACTIVE GAMES)**

Coverage and proof of insurance is required for all hazardous and/or interactive activities. Insurance certificate must be submitted to the Event Coordinator three (3) weeks prior to the event date.

### **AMENDMENTS**

Any changes to this agreement will be outlined in an amendment to be signed and executed by Renter and the OC Fair & Event Center.

### **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.

### **DISTRICT BRAND PROTECTION**

Celebration Festivals LLC acknowledges that the fair brand in general and the OC Fair brand in particular are extremely valuable and important to the District. Therefore, Celebration Festivals LLC will refrain from using images, likenesses, names, words, phrases, brands and/or branding elements, etc of the District or related to Fairs in general in description or depiction without prior knowledge and consent of the District.

### **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.

### **EXCLUSIVE RIGHTS**

OCFEC agrees Celebration Festivals LLC shall have the exclusive rights to use the Premises as set forth herein to produce a winter festival themed event during the months of November, 2022 through January, 2023 in accordance with OCFEC's booking policies. Subject to the District's Event Booking Policy, Celebration Festivals LLC shall have the first rights of refusal to rebook their event from November, 2023 to January, 2024 with the submittal of dates and venues to be utilized within sixty (60) days following the end of the 2022/2023 event.

# EXHIBIT A

## Event Information

### OAK VIEW GROUP dba OVG HOSPITALITY

All food and beverage service must be discussed with and approved by OVG Hospitality, 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 containers must be poured into disposable cups.**

### PEPSI BEVERAGES – SPONSOR PRODUCTS

The OCFEC is a Pepsi exclusive facility. The District (OCFEC) will provide exclusive beverage availability and sponsorship rights to Sponsor (Pepsi) for Pepsi Fountain Brands, Bottle and Can Brands (Carbonated Soft Drinks, Juices, Teas, Isotonics, Energy Drinks, Iced Coffees). Sponsor products shall be the exclusive carbonated and non-carbonated, non-alcoholic beverages sold, dispensed or otherwise made available at all dining facilities, concessions, vending areas and any other areas where beverages are sold or distributed throughout the OC Fair & Event Center throughout the Term of Sponsorship Agreement. The products, cups and CO2 will be purchased directly from Sponsor by District (OCFEC), food service provider, concessionaires and any other third parties selling Sponsor Beverages at the OC Fair & Event Center.

### PERFORMANCE ASSURANCE

Celebration Festivals LLC acknowledges that any event held at District property is also a reflection on the District's brand as the public often equates outside promoted events such as Winter Fest OC with the OC Fair & Event Center brand. As such, Celebration Festivals LLC acknowledges its responsibility to provide a quality event experience to guests, one that garners positive reviews from the public. In the event that the District receives bona fide negative feedback about the Winter Fest OC event through emails, social media posts or phone calls, and to the extent that such bona fide negative feedback relates to a deviation from the most recently approved Production Deck (as defined below) or Updated Deck (as defined below) that Celebration Festivals LLC agrees to address any such issues in a timely manner, including making reasonable programming changes within a mutually agreed upon reasonable cure period to achieve guest satisfaction. The District acknowledges that negative reviews may be posted with respect to issues beyond the control or reasonable expectation of control of Celebration Festivals LLC. In connection with this paragraph, the District and Celebration Festivals LLC shall meet and confer to determine if such negative feedback is bona fide. Should Celebration Festivals LLC fail to make mutually agreed upon changes to achieve satisfactory results by the end of the cure period, the District may, as a last resort, consider this to be cause for further action up to and including event closure and contract cancellation.

### PROJECT MILESTONES – NEW OR REFORMATTED EVENTS

By no later than **October 19, 2022**, Celebration Festivals LLC and the District will participate in a Winter Fest OC Concept & Design meeting regarding the proposed event format. Celebration Festivals LLC will provide the District with a Winter Fest OC Production Deck setting forth the production and design elements for Winter Fest OC ("Production Deck"). Throughout the engagement, Celebration Festivals LLC may continue to send updated Production Decks ("Updated Decks") based on material changes or revisions to solely the production aspects of the event. Such material changes must receive prior approval from the District which may not unnecessarily delay the review and approval process. Celebration Festivals LLC shall retain sole discretion over the creative elements of the event provided that such elements are "family appropriate."

Within forty-eight (48) hours of receipt of the initial Production Deck or any subsequent Updated Decks, the District will provide Celebration Festivals LLC with a written approval of such Production Deck or Updated Deck. The District shall designate the Chief Business Development Officer who will be responsible for such review and approvals.

In order to ensure that quality and presentation standards are met in adherence to the representations made in the Production Deck, Celebration Festivals LLC shall provide the District with the opportunity to view the installation and construction of Winter Fest OC layout and setup at mutually agreed upon intervals prior to the public opening date. Three (3) days prior to the public opening of Winter Fest OC, Celebration Festivals LLC will provide the District a test trial run of Winter Fest OC. Following such inspection dates, Celebration Festivals LLC shall have no more than twenty-four (24) hours to implement safety-related changes and up to three (3) days to implement production related changes. Celebration Festivals LLC acknowledges that the District may make random daily inspections at the discretion of the authorized OCFEC Facilities representatives. Costs for such inspection, if any, will be included in the rental agreement and are the responsibility of Celebration Festivals LLC. The purpose of this will be to ensure that quality and presentation standards are met in adherence to the good faith promise as stated and presented during the Winter Fest OC Concept & Design meeting between Celebration Festivals LLC and the District and in Winter Fest OC planning documents.

# EXHIBIT A

## Event Information

Should quality and presentation fall short of promised deliverables, Celebration Festivals LLC agrees to make reasonable production related requested changes prior to the public event opening date. Failure to do so may cause as a last resort, a delay in the stated public event opening at the expense of Celebration Festivals LLC.

### PROPANE

All propane equipment must be located at least twenty feet (20') from all buildings, tents and structures.

### PYROTECHNICS

The pyrotechnics company hired by Celebration Festivals LLC will work directly with State Fire Marshal for all required approvals. A pre-inspection and/or on-site stand-by may be required by the State Fire Marshal and may result in additional State Fire Marshal fees which will be reflected on the final settlement to Celebration Festivals LLC.

### RECYCLING / SB 1383

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.

### RIDE INSPECTOR

Celebration Festivals LLC is required to select a ride inspector from an approved list provided by OCFEC. The ride inspector must have a separate contract with OCFEC outside of the carnival agreement for 2022 Winter Fest OC. Ride inspector is required to provide full inspection reports to OCFEC prior to opening day of 2022 Winter Fest OC event.

### RIGGING

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

### SECURITY

Security plan must be submitted to OCFEC Safety and Security by no later than **November 4, 2022** for review and approval. Should the outside services security plan submitted by Celebration Festivals LLC not be approved by OCFEC, then OCFEC will add personnel via an amendment. **No armed security is allowed on site**, with the exception of the Orange County Sheriffs.

### 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, Celebration Festivals LLC must comply with request.**

### STATE FIRE MARSHAL

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

### STORM WATER RESOURCE PLAN

OCFEC and Celebration Festivals LLC agree to discuss a storm water recourse plan prior to any teardown of the Ice Slide, Snow Play Area and Ice Rink. Additional permits may be required at expense of Celebration Festivals LLC for any illicit discharge of water that leaves OCFEC property.



# EXHIBIT A

## Event Information

### **TEMPORARY STRUCTURES**

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

### **CELEBRATION FESTIVALS LLC AGREES TO:**

Celebration Festivals LLC agrees to provide a \$10,000.00 deposit to be included in Rental Agreement scheduled payments prior to the start of the event run which OCFEC will hold in reserve to pay for damages to OCFEC property, additional space and equipment and/or services requested by Celebration Festivals LLC during the Show. All requests will be assessed by OCFEC on a case-by-case basis and if approved will be deducted from the \$10,000.00 reserve. If the reserve is depleted, Celebration Festivals LLC must pay for the approved space, equipment and/or services with a credit card or provide another cash advance to cover such costs prior to the delivery of requested space and/or services.

Celebration Festivals LLC agrees to adhere to all OCFEC event, booking and payment policies as set forth herein and any violation of said policies will be considered a material breach of this agreement and/or the resulting Rental Agreement. Should a material breach occur, OCFEC has the sole right to cancel the Show and apply its cancellation policy. OCFEC reserves the sole and exclusive right to terminate this agreement, with or without cause, upon thirty (30) calendar days written notice to Celebration Festivals LLC.

In the event that an emergency occurs under the Rental Agreement which requires the use of the Premises by a government agency, OCFEC shall endeavor in good faith to provide Celebration Festivals LLC with an alternative location at the fairgrounds for the Celebration Festivals LLC event. In the event that a Force Majeure event occurs, then the Parties shall confer in good faith regarding the mutual cancelation of this agreement, and if canceled, either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

Celebration Festivals LLC management and staff agree to work solely through their assigned Event Coordinator and to not approach other OCFEC staff with requests for additional services, equipment and/or labor either leading up to the Show or throughout the Show. All event business must be directed to the Event Coordinator.

Celebration Festivals LLC acknowledges that other events are scheduled during the run of its Show and agrees to abide by any reasonable requests made by OCFEC to ensure that the Show does not interfere with the successful operation of another event. As such, Celebration Festivals LLC agrees to contain its construction and setup activity within a fenced and banner-walled area located in Parking Lot A, and that no construction of event elements, including the entertainment sets, will be visible to other events scheduled unless otherwise approved by OCFEC.

Celebration Festivals LLC agrees that parking hang tags for staff, vendors, concessionaires and other Show partners are non-transferable and may not be shared. Should OCFEC staff discover inappropriate use of hang tags, Celebration Festivals LLC will be charged accordingly and agrees to pay for the additional hang tags needed.

Celebration Festivals LLC acknowledges that at the time of the signing of this Agreement, it does not intend to rent space in the OCFEC campground. Should a request to rent campground space be made after signing, Celebration Festivals LLC agrees that OCFEC will post a mandatory security attendant in the campground from 8:00 pm to 8:00 am daily to ensure that staff will strictly adhere to quiet hours and campground rules as outlined in the OCFEC event guide. The cost for the mandatory security attendant will be included in a resulting Rental Agreement amendment. Any violations will result in loss of camping rental privileges and charges for damages.

OCFEC understands that some events require small deviations from the originally proposed layout by the promoter. OCFEC will make every effort to accommodate such requests, but at its sole and absolute discretion. Celebration Festivals LLC agrees to include all possible and anticipated space and equipment requests in its original proposal to minimize any major deviations from the original event plan.

Celebration Festivals LLC acknowledges that at the time of the signing of this Agreement, if third party contracted services are utilized for security coverage, provider must be a CA BSIS PPO certificate holder in good standing which will be verified by OCFEC Security Management. In advance of the event dates, contract provider will be required to meet with OCFEC Security Management to review all requirements, procedures and other aspects of operating on OCFEC property. Proposed use of contracted traffic management services will also be subject to same advance review and approval before provider may perform such services on OCFEC property. If contract security or traffic services are retained, an OCFEC Supervisor specific to either or

# EXHIBIT A

## Event Information

each service will be scheduled during all operating hours to oversee all security, traffic and related emergency aspects of either or both functions.

Celebration Festivals LLC acknowledges that at the time of the signing of this Agreement, an OCFEC Event Coordinator is required to be contracted to provide essential venue oversight during all scheduled event operating hours.

Celebration Festivals LLC agrees to obtain all required 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 the parameters set forth by these agencies as well as in compliance with all applicable laws.

Celebration Festivals LLC will provide copies of safety training certifications, licenses, insurance and/or permits for all third party attractions including its entertainment sets and setups, and submit such copies to OCFEC for review and approval.

Celebration Festivals LLC agrees that all attractions included in the Show will be subject to a full pre-Show inspection and random daily inspections at the discretion of authorized OCFEC Facilities Department representatives. Costs for such inspections, if any, will be included in the Rental Agreement and are the responsibility of Celebration Festivals LLC. In addition, OCFEC reserves the right to inspect all event components for family audience appropriateness. Because of the brand equity that OCFEC has with its annual OC Fair, certain standards for cleanliness and appearance are expected from any other event that operates at OCFEC. As such, Celebration Festivals LLC agrees to comply with any and all requests OCFEC may make for improvements to the presentation of event production provided by Celebration Festivals LLC.

By \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Mark Entner, CEO**

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





R\_\_\_\_\_

A\_\_\_\_\_

**AMENDMENT TO MOON FESTIVAL 2022  
(SEPTEMBER 2022)**

DATE: August 6, 2022

RENTAL AGREEMENT: R-107-22

AMENDMENT #1

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

**SUBTRACTION TO EXHIBIT A: FACILITY RENTAL FEES**

<u>Facility and/or Area Fees</u>	<u>Date Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Wednesday</b>			
Los Alamitos Building (#14)	08/31/2022 10:00 AM - 07:00 PM	Move In	(1,600.00)
		<b>Total:</b>	<b>(1,600.00)</b>

**ADDITION TO EXHIBIT A: FACILITY RENTAL FEES**

<u>Facility and/or Area Fees</u>	<u>Date Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Wednesday</b>			
Costa Mesa Building (#10)	08/31/2022 10:00 AM - 07:00 PM	Move In	2,300.00
<b>Thursday</b>			
Anaheim Building (#16)	09/01/2022 10:00 AM - 07:00 PM	Move In	1,250.00
Costa Mesa Building (#10)	09/01/2022 10:00 AM - 07:00 PM	Move In	2,300.00
Courtyard	09/01/2022 10:00 AM - 07:00 PM	Move In	450.00
Parking Lot I	09/01/2022 10:00 AM - 07:00 PM	Move In	1,050.00
The Hangar	09/01/2022 10:00 AM - 07:00 PM	Move In	1,900.00
<b>Friday</b>			
Courtyard	09/02/2022 10:00 AM - 07:00 PM	Move In	450.00
Santa Ana Pavilion (POP)	09/02/2022 10:00 AM - 07:00 PM	Move In	1,100.00
<b>Saturday</b>			
Courtyard	09/03/2022 11:00 AM - 08:00 PM	Event	900.00
Santa Ana Pavilion (POP)	09/03/2022 11:00 AM - 08:00 PM	Event	2,200.00
<b>Sunday</b>			
Courtyard	09/04/2022 11:00 AM - 08:00 PM	Event	900.00
Santa Ana Pavilion (POP)	09/04/2022 11:00 AM - 08:00 PM	Event	2,200.00
<b>Monday</b>			
Courtyard	09/05/2022 06:00 AM - 11:59 AM	Move Out	No Charge
Santa Ana Pavilion (POP)	09/05/2022 06:00 AM - 11:59 AM	Move Out	No Charge
		<b>Total:</b>	<b>17,000.00</b>





# **ADDITION TO EXHIBIT A: REIMBURSABLE PERSONNEL AND SERVICES FEES**

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b><u>Outside Services</u></b>				
Ride Inspector	Estimate Only	1.00 EA	2,000.00 EVT	2,000.00
<b>Total:</b>				<b>2,000.00</b>

## **Summary**

Rental Agreement Facility Fee Total	\$59,000.00
<b>Revised Amendment #1 Facility Fee Total</b>	<b>\$74,400.00</b>
Rental Agreement Estimated Equipment, Reimbursable Personnel and Services Total	\$78,478.00
<b>Revised Amendment #1 Estimated Equipment, Reimbursable Personnel and Services Total</b>	<b>\$80,478.00</b>
Refundable Deposit	\$5,000.00
<b>Grand Total:</b>	<b>\$159,878.00</b>

## **Payment Schedule**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	<b>PAID</b>	\$73,614.00
Second Payment	Past Due	\$68,864.00
Third Payment	<i>Upon Signing</i>	\$17,400.00
<b>Payment Total:</b>		<b>\$159,878.00</b>

Asian American Expo  
3940 Rosemead Boulevard  
Rosemead, CA 91770

32<sup>nd</sup> 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**



REVIEWED \_\_\_\_\_

DATE **October 1, 2022**

FAIRTIME

APPROVED \_\_\_\_\_

INTERIM **XX**

**RENTAL AGREEMENT**

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

**WITNESSETH:**

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

**November 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:

**OCWS - Fall Membership Event**

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

**\$2,839.00**

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

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

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

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

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

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

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

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

# EXHIBIT A

Event Information			
<b>Event Name:</b>	OCWS - Fall Membership Event	<b>Contract No:</b>	R-145-22 REVISED
<b>Contact Person:</b>	Fran Gitsham	<b>Phone:</b>	(714) 287-9663
<b>Event Date:</b>	11/05/2022	<b>Hours:</b>	12:00 PM - 9:00 PM
<b>Vehicle Parking Fee:</b>	No Charge (Private Event)	<b>Projected Attendance:</b>	130

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Saturday</b>			
Courtyard	11/05/2022 08:00 AM - 12:00 PM	Move In	No Charge
Courtyard	11/05/2022 12:00 PM - 09:00 PM	Event	450.00
<b>Total:</b>			<b>450.00</b>

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

Move out must be completed by 11:59 PM Saturday - November 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>
Dumpster	Estimate 4	4.00	EA	19.00 EA	76.00
Electrical Splitter Box	Estimate 4	4.00	EA	55.00 EA	220.00
Electrical Usage Rate	Estimate Only	1.00	EA	200.00 EVT	200.00
Forklift	Estimate 4 Hours	4.00	HR	75.00 HR	300.00
Picnic Table (Rectangular & Round)	Estimate 20	20.00	EA	15.00 EA	300.00
Straw Bale	TBD	TBD	EA	5.00 EA	TBD
Sweeper (In-House)	Estimate 2 Hours	2.00	HR	75.00 HR	150.00
<b>Total:</b>					<b>1,246.00</b>

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant Lead	Estimate 2 Hours	2.00	HR	31.00	HR	62.00
Grounds Attendant	Estimate 6 Hours	6.00	HR	26.00	HR	156.00
Electrician	Estimate 1 Hour	1.00	HR	65.00	HR	65.00
Clean Up						
Grounds Attendant Lead	Estimate 4 Hours	4.00	HR	31.00	HR	124.00
Grounds Attendant	Estimate 4 Hours	4.00	HR	26.00	HR	104.00
Janitorial Attendant	Estimate 4 Hours	4.00	HR	26.00	HR	104.00
Electrician	Estimate 1 Hour	1.00	HR	65.00	HR	65.00
<u>Outside Services</u>						
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.00	HR	263.00	HR	263.00
					Total:	943.00

Summary		
Facility Rental Total		\$450.00
Estimated Equipment, Reimbursable Personnel and Services Total		\$2,189.00
Refundable Deposit		\$200.00
<b>Grand Total:</b>		<b>\$2,839.00</b>

# EXHIBIT A

## Event Information

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	<i>Upon Signing</i>	\$2,839.00
<b>Total:</b>		<b>\$2,839.00</b>

Please Remit Payment in \*Check Only\*

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

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

### ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

### CANNABIS EVENTS

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

### CANOPIES / TENTS

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.

### GLASS

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

### OAK VIEW GROUP dba OVG HOSPITALITY

All food and beverage service must be discussed with and approved by OVG Hospitality, 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.



R\_\_\_\_\_

A\_\_\_\_\_

**AMENDMENT TO CITY OF COSTA MESA 4<sup>TH</sup> OF JULY CELEBRATION  
(JULY 2022)**

DATE: June 10, 2022

RENTAL AGREEMENT: R-114-22

AMENDMENT #1

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

**ADDITION TO EXHIBIT A: EVENT INFORMATION**

**Vehicle Parking Fee:** Parking Buyout (*See Summary*)

**Summary**

Rental Agreement Facility Fee Total	\$3,150.00
Rental Agreement Estimated Equipment, Reimbursable Personnel and Services Total	\$13,060.00
<b>Parking Buyout (<i>Based upon 375 vehicles at \$10.00 per vehicle</i>)</b>	<b>\$3,750.00</b>
Refundable Deposit	\$1,000.00
<b>Grand Total:</b>	<b>\$20,960.00</b>

**Payment Schedule**

**Payment Schedule**

	<b><u>Due Date</u></b>	<b><u>Amount</u></b>
First Payment	<b>Past Due</b>	\$17,210.00
Second Payment	<i>Upon Signing</i>	\$3,750.00
<b>Payment Total:</b>		<b>\$20,960.00</b>

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

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

By \_\_\_\_\_ Date: \_\_\_\_\_  
Title: Lori Ann Farrell Harrison, City Manager

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

