

OC FAIR & EVENT CENTER
STANDARD AGREEMENTS FOR BOARD APPROVAL
NOVEMBER 2022

1 of 1

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	RECEIPT AMOUNT	NOT TO EXCEED EXPENSE AMOUNT
SA-006-23YR	Lopez Works, Inc.	Horse Feeding, Box Stall Cleaning & Arena Maintenance	Year Round	1/1/2023-12/31/24 with 3, one year options		\$4,424,716, \$11,312,910 (With option years)
SA-203-22SP	Anglela Cortez Inc.	Sponsorship	Year Round	10/29/22	\$1,000.00	

STATE OF CALIFORNIA
STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

R EY A JH F mar

AGREEMENT NUMBER

SA-006-23YR

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME

LOPEZ WORKS, INC.

2. The term of this **01/01/2023** through **12/31/2024** **FED ID: 03-0541317**
Agreement is: **With three (3) one-year options**
(01/01/2025-12/31/2025; 01/01/2026-12/31/2026; 01/01/2027-12/31/2027)

3. The maximum amount **\$4,424,716; \$11,312,910 Inclusion of option years**
of this Agreement is: **(2023 - \$2,212,358; 2024 - \$2,212,358; 2025 - \$2,212,358; 2026 - \$2,337,918; 2027 - \$2,337,918)**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – To provide horse feeding, box stall cleaning & arena maintenance for the OC Fair & Event Center	Pages 1-9
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Pages 10-19
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 20-23
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 24-27
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 28-30
Exhibit F – OCFEC Megan's Law Screening & Certification Form (Attached hereto as part of this agreement)	Pages 31-32
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 33-35
Exhibit H – Additional Contract Terms & Conditions (Attached hereto as part of this agreement)	Pages 36-40
Exhibit I – COVID-19 Infection Mitigation Protocol & Procedure Guidelines (Attached hereto as part of this agreement)	Pages 41-43
Exhibit J – Addendum #1, and RFI #1	Pages 44-49

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		<i>California Department of General Services Use Only</i>
CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)		
Lopez Works, Inc.		
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED	
 PRINTED NAME AND TITLE OF PERSON SIGNING Andre Lopez, President, email: lopezworksinc@gmail.com		
CONTRACTOR BUSINESS ADDRESS		
21195 Prairie View Lane, Trabuco Canyon, CA 92679		
STATE OF CALIFORNIA		
CONTRACTING AGENCY NAME		
32ND District Agricultural Association/OC Fair & Event Center		
AUTHORIZED SIGNATURE	DATE SIGNED	
 PRINTED NAME AND TITLE OF PERSON SIGNING Michele Richards, Chief Executive Officer		
CONTRACTING AGENCY ADDRESS		
88 Fair Drive, Costa Mesa, CA 92626		
<input type="checkbox"/> Exempt per:		

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACT REPRESENTATIVES

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER
Evy Young, Director of Ag Programs
Phone (714) 708-1925

Lopez Works, Inc.
Andre Lopez, President
Phone (949) 470-9351
Email: lopezworksinc@gmail.com

The District's Invitation For Bid (IFB) for Horse Feeding, Box Stall Cleaning & Arena Maintenance, released September 27, 2022, is on file in the Office of the 32nd District Agricultural Association, and is incorporated herein by reference and made a part of this agreement.

The Contractor's bid for Horse Feeding, Box Stall Cleaning & Arena Maintenance, dated October 21, 2022, is on file in the Office of the 32nd District Agricultural Association, and is incorporated herein by reference and made part of this agreement.

Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order [N-6-22](#) (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

A. SCOPE OF WORK:

HORSE FEEDING AND WATERING

- a. Horses must be fed two (2) times per day, seven (7) days per week, 365 days per year, at 7:00 a.m. and 4:00 p.m. Feed options must include alfalfa, bermuda, or timothy hay and/or cubes. The type of feed may vary per horse and will be specified by the District through the request of the owner of the horse. An average of 180 horses are typically boarded at the facility, however numbers may fluctuate.
- b. Feed must be purchased and provided by Contractor. Contractor to provide receipts of proof of purchase/cost of alfalfa, Bermuda, or timothy hay and/or cubes upon request to the District.
- c. Daily inspection, filling, and cleaning of box stall horse waterers. Contractor must report any leaks or damages to the District.
- d. Contractor must complete, sign and submit EQC Feeding Log ([Exhibit A](#)) to District each day, upon completion of the work.

STALL CLEANING

- a. Equestrian Center box stalls must be cleaned daily, seven (7) days per week, 365 days per year, including weekends and holidays. Work must be performed between the hours of 6:00 a.m. and 6:00 p.m. Standard box stalls are approximately 12-feet x 12-feet in size or 12-feet x 24-feet for double stalls. District will provide layout/map of stalls. Tack rooms and dry stalls not included as part of this scope of work ([Exhibit B](#)).
- b. Box horse stalls must be completely stripped daily. Completely stripped, for the purpose of this scope of work is defined as removal of all types of bedding, including but not limited to straw, wood shavings and pellets, shredded cardboard, as well as hay, feed, newspaper, horse urine and fecal material, on stall floor down to the original base footing. Some bedding and particles may be impractical to remove.

- c. Material removed from barns must be placed in designated, District approved, waste bins/containers. Contractor shall leave sufficient clear space adjacent to the barns for a fire lane (vehicle traffic) at all times and leave all storm drains free of debris. District will provide 40-yard dumpster containers for disposal of green waste from bins/containers used by Contractor. Contractor must notify District for dumpster replacement. District will be responsible for calling disposal service provider for dumpster replacement.
- d. Upon completion of cleaning and stripping of stalls, Contractor must place new/clean bedding (shavings).
- e. Contractor must complete, sign and submit EQC Box Stall Cleaning Log (Exhibit A) to District each day, upon completion of the work.

ARENA MAINTENANCE

- a. Riding arenas shall be dragged and watered at minimum, one (1) time per day, seven (7) days per week, 365 days per year, including weekends and holidays. Work to be performed between the hours of 6:00 a.m. and 6:00 p.m.
- b. Contractor shall drag and water the riding arenas on a more frequent basis when required for weather conditions and riding activity, or as may be reasonably required by the District.
- c. A total of five (5) arenas and five lunge/turnout areas to be maintained daily. Maintenance to include but not limited to dragging and watering of five (5) arenas. Sealing to be done as needed due to weather or as requested by District Management. Following are approximate sizes of the five (5) arenas. Contractor shall be responsible for verifying arena size to Contractor's satisfaction, prior to submitting a bid. Measuring tools may be brought to the job walk to verify measurements (Exhibit D).
 - 1) Arena #1 – 255-feet x 160-feet
 - 2) Arena #2 – 200-feet x 160-feet
 - 3) Arena #3 – 200-feet x 70-feet
 - 4) Arena #4 – 200-feet x 140-feet
 - 5) Arena #5 – 160-feet x 65-feet
 - 6) Lunge/Turnout areas – A, B, C, D, E
- d. Contractor shall maintain arena footing with a minimum of 4 inches of base i.e. stone dust, decomposed granite, or similar material (that is within industry standard), with a minimum of 2 inches of footing i.e. sand, dirt/clay, stone dust, decomposed granite, etc. (must specify material to be used and get District approval prior to installation), atop the base.
- e. Contractor must complete, sign and submit EQC Arena Maintenance Log (Exhibit E) to District each day, upon completion of the work.

CONTRACTOR COORDINATION

- a. Contractor shall identify a Quality Control Manager who will visit the EQC at least one (1) time weekly.
- b. District shall review work of Contractor, at minimum, one (1) time each week and will note any discrepancies on District's discrepancy sheet. Discrepancy sheet(s)/inspection sheets should be reviewed by the onsite Quality Control Manager and addressed within 24-hours of notification.
- c. The Quality Control Manager, or responsible representative authorized to make decisions, will meet monthly with the EQC Supervisor, at a mutually agreed upon day and time for reviewing the weekly discrepancy sheets and any other matters pertaining to contract performance.

STANDARDS OF PERFORMANCE

- a. Contractor shall furnish a qualified labor force sufficient to satisfactorily complete all specific requirements prescribed herein.
- b. Contractor is required to have at least one (1) employee onsite, while work is in progress, who speaks and understands the English language. When Contractor has multiple employees on location, one (1) employee must be designated as the Contractor's onsite representative, and as the Contractor's representative, must speak and understand the English language.
- c. Both parties understand and agree that only the highest standards of cleanliness are acceptable. The minimum requirements and scope of work may not be all inclusive. All items not included, but found necessary to properly feed the horses, clean box stalls and maintain arenas, shall be done as though written herein. The EQC Supervisor designee shall judge performance of the Contractor.
- d. If the Contractor's performance is unsatisfactory, the District will verbally advise the Contractor and allow 24-hours to correct deficiencies. If Contractor does not correct deficiencies within the 24-hour time limit,

the District will give the Contractor written notice with a deadline date. Failure to comply by the deadline date will result in penalties as stated below:

First Occurrence – 5% of monthly invoice

Second Occurrence – 10% of monthly invoice

Third Occurrence – 15% of monthly invoice and basis for contract review and corrective action

- e. If Contractor has accrued penalties and has not received an additional penalty within a continuous six (6)-month period, then one occurrence will be dropped. District shall not reimburse Contractor for any penalized work.
- f. If certain District areas are inaccessible to the Contractor because of District operations, and prior notification and alternative scheduling were not initiated by the District, Contractor must notify the District and prepare an alternative schedule for services. District will not deduct for work not performed when District operations prevent satisfactory performance of services, provided Contractor notifies the District within a reasonable time period (12 hours or less) that the area was inaccessible during the scheduled cleaning time.
- g. Contractor employees shall be easily identified by wearing a company hat, shirt or other type of uniform that identifies the company name. Uniforms must be provided by Contractor and should be common, distinguishable, professional, and clean, without tatter, and is suitable for seasonal change when performing services on District property.
- h. Contractor employees shall be in good health and able to perform the specified duties.
- i. Contractor will not use convict labor.
- j. Contractor agrees to immediately remove from District's premises any employee whose conduct or workmanship is unsatisfactory, as determined solely by the District.
- k. The District does not allow camping or overnight stays by Contractor or any of its' employees.

INSPECTION REPORT

- a. District will use an inspection report to verify which services were, or were not, provided and/or satisfactorily performed as called for herein. A copy of the report will be provided to the Contractor. Should any noted deficiencies not be immediately corrected, the District shall institute the penalties outlined in "Standards of Performance" (above). For the purpose of clarity, the term "immediately corrected," as noted above, is determined to be within 24-hours or less of Contractor notification (Exhibits A, C & E).

SECURITY

- a. District will furnish keys or key cards for facilities as are deemed necessary. Contractor or its' employees may not duplicate any keys. Contractor shall be held accountable and responsible for all key cards issued. Replacement cost of lost keys/key cards will be the Contractor responsibility. Additionally, the Contractor may be held responsible for the cost of re-keying locks that were operable by the key(s) that were lost or misplaced.
- b. Contractor employees shall not disturb or tamper with personal property of others, including but not limited to trainers, boarders and District personnel or District property.
- c. Contractor is responsible for immediately reporting anything out of the ordinary to the District's EQC Supervisor or security.
- d. Contractor's employees shall wear in a conspicuous, external fashion and at all times while on District premises, an identification badge which includes employee name, employee's picture and Contractor's company name. Identification badges are to be provided by Contractor.
- e. District will provide storage area for Contractor's vehicles and equipment, directly relating to the contract, out of cooperation. Contractor is responsible for the safety and security of vehicles and equipment and District is in no way responsible for loss or damage to vehicles and equipment stored on District property. Contractor shall not store vehicles and equipment outside of area(s) designated by the District as storage. Contractor must provide a list of any vehicles and equipment and its' purpose to be stored on District property. The EQC Supervisor or designee to approve and verify that only vehicles and equipment listed is stored on District property.

SAFETY AND ACCIDENT PREVENTION

- a. In performing any work under the appending agreement on premises, which are under direct control of the District, the Contractor shall (1) conform to all safety rules and requirements prescribed by the District; and (2) take such additional precautions as the District may reasonably require for safety and accident prevention purposes. Contractor agrees to take all reasonable steps and precautions to prevent accidents and preserve the life and health of Contractor, District personnel, boarders, trainers and horses, performing or in any way coming into contact with the performance of the agreement on such premises. Any violation of such rules and requirements, unless promptly corrected as directed by the District's CEO or designee, shall be grounds for termination of the appending agreement in accordance with the default provisions hereof.
- b. Contractor's employees assigned to perform work at the District are required to wear acceptable, safe, closed-toe and non-skid footwear. When choosing footwear, Contractor should be mindful that a majority of work will be done around horses and heavy equipment. Athletic-type footwear is NOT acceptable at any time.



EQC Feeding Log

EXHIBIT A

Month (circle one) JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC
DATE: _____

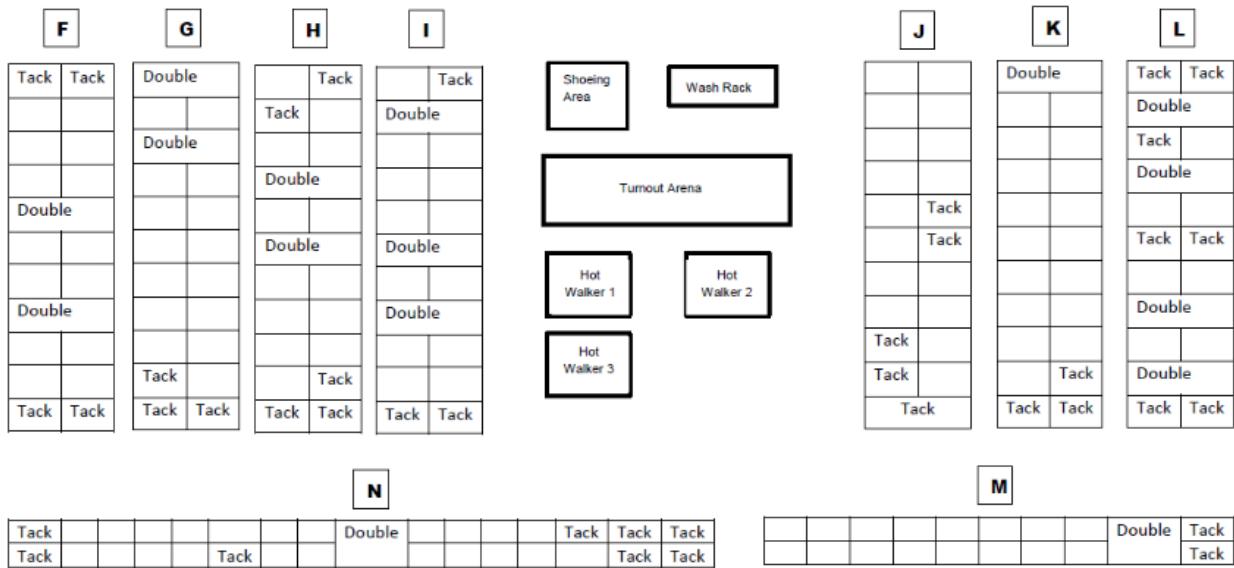
EXHIBIT A – SCOPE OF WORK (CONT.)



STALL LAYOUT

EXHIBIT A

OC Fair & Event Center Equestrian Center Stall Chart*



*The stall chart depicts general layout. Stall layouts may change. OC Fair Equestrian Center Management to provide updates as needed to Contractor.

EXHIBIT A – SCOPE OF WORK (CONT.)



ΕΛΠΙΔΗΣ

EQC Box Stall Cleaning Log

Month (circle one) JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC
DATE: _____

EXHIBIT A – SCOPE OF WORK (CONT.)



EXHIBIT A – SCOPE OF WORK (CONT.)



EQC Arena Maintenance Log

Month (circle one) JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC
DATE: _____

ARENA/AREA	DRAGGED		OCF Staff Inspected (initial)	NOTES:
	YES	NO		
#1				
#2				
#3				
#4				
#5				
A Lunge/Turnout Area				
B Lunge/Turnout Area				
C Lunge/Turnout Area				
D Lunge/Turnout Area				
E Lunge/Turnout Area				
Contractor Representative Name (Print):	Signature:		Date:	
OCF Staff Name (Print):	Signature:		Date:	

PREVAILING WAGE (If applicable)

Bidders must comply with prevailing wage compliance.

In accordance with the provisions of Section 1773 of the Labor Code, the general prevailing rates of wages applicable in the county in which the work is to be done are those rates established and published by the Director of the Department of Industrial Relations. Rates can be viewed at

<https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

- End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5130-25

PAYMENT PROVISIONS:

Payment will be made Net 30 upon satisfactory completion of services herein required and upon receipt of proper invoice.

Invoice shall be itemized and contain the District's Purchase Order number 51176. Invoice to be sent via email to AP@ocfair.com or mailed as follows:

OC Fair & Event Center
Attn: Accounts Payable
88 Fair Drive
Costa Mesa, CA 92626

1. Payment Rates:

The "Financial Proposal Bid Form" will be used to determine the "not to exceed" amount of the contract. The District shall only be billed for actual services provided. Prices shall include direct costs, indirect costs and profit. Quantities listed are for evaluation purposes only and do not imply any guaranteed minimum or maximum usage by the District. Prices quotes shall remain firm for the term of the Agreement.

Initial Term: January 1, 2023 – December 31, 2024

2023

QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT COST	ESTIMATED NO. OF DAYS	TOTAL
360	Each	Horse Feeding Labor (Up To 180 x Twice Daily)	\$ 5.00	365	\$ 657,000.00
164	Each	Clean Single, 12' x 12' Box Stall	\$ 10.00	365	\$ 598,600.00
16	Each	Clean Double, 12' x 24' Box Stall	\$ 15.00	365	\$ 87,600.00
				GRAND TOTAL	\$1,343,200.00

QUANTITY	UNIT OF MEASURE	DESCRIPTION	DAILY COST	ESTIMATED NO. OF DAYS	TOTAL
1	Each	Drag Arena #1 - 200' x 140'	\$ 120.00	365	\$ 43,800.00
1	Each	Drag Arena #2 - 160' x 65'	\$ 120.00	365	\$ 43,800.00
1	Each	Drag Arena #3 - 255' x 160'	\$ 75.00	365	\$ 27,375.00
1	Each	Drag Arena #4 - 200' x 160'	\$ 120.00	365	\$ 43,800.00
1	Each	Drag Arena #5 - 200' x 70'	\$ 75.00	365	\$ 27,375.00
1	Each	Drag Lunging / Turnout Areas	\$ 225.00	365	\$ 82,125.00
				GRAND TOTAL	\$268,275.00

2023 LUMP SUM TOTAL

\$ 1,611,475.00

2023 (Continued)

Quantity and unit cost are for evaluation purposes only to determine the not-to-exceed amount of the contract. Contractor agrees to purchase/supply and resell feed and bedding to the District, at Contractor's best price, regardless of the unit costs indicated below, as described on Page 14, Section A.1.i. Contractor must indicate the mark-up percentage that will be charged to the District below to be considered responsive to the bid.

QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT COST	TOTAL
312	Bale	Bermuda Hay	\$28.00	\$8,736.00
312	Bale	Oat Hay	\$31.00	\$9,672.00
390	Bale	Orchard Hay	\$72.00	\$28,080.00
390	Bale	Timothy Hay	\$37.00	\$14,430.00
8424	Bale	Alfalfa	\$30.00	\$252,720.00
2957	Bag	Alfalfa Cubes - 50 Pound Bag	\$18.00	\$53,226.00
2957	Bag	Alfalfa / Bermuda Cubes - 50 Pound Bag	\$17.00	\$50,269.00
105	TT	Bulk Pine Shavings	\$1,750.00	\$183,750.00
LUMP SUM TOTAL				\$600,883.00

Horse Feed and Bedding	Vendor Best Price + Actual Shipping/Handling + Mark-up (Must Not Exceed 5%)	5 %
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Lopez Works, Inc.

SA-006-23YR

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2024



QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT COST	ESTIMATED NO. OF DAYS	TOTAL
360	Each	Horse Feeding Labor (Up To 180 x Twice Daily)	\$ 5.00	365	\$ 657,000.00
164	Each	Clean Single, 12' x 12' Box Stall	\$ 10.00	365	\$ 598,600.00
16	Each	Clean Double, 12' x 24' Box Stall	\$ 15.00	365	\$ 87,600.00
					GRAND TOTAL \$1,343,200.00

QUANTITY	UNIT OF MEASURE	DESCRIPTION	DAILY COST	ESTIMATED NO. OF DAYS	TOTAL
1	Each	Drag Arena #1 - 200' x 140'	\$ 120.00	365	\$ 43,800.00
1	Each	Drag Arena #2 - 160' x 65'	\$ 120.00	365	\$ 43,800.00
1	Each	Drag Arena #3 - 255' x 160'	\$ 75.00	365	\$ 27,375.00
1	Each	Drag Arena #4 - 200' x 160'	\$ 120.00	365	\$ 43,800.00
1	Each	Drag Arena #5 - 200' x 70'	\$ 75.00	365	\$ 27,375.00
1	Each	Drag Lunging / Turnout Areas	\$ 225.00	365	\$ 82,125.00
					GRAND TOTAL \$268,275.00

2024 LUMP SUM TOTAL

\$ 1,611,475.00

Quantity and unit cost are for evaluation purposes only to determine the not-to-exceed amount of the contract. Contractor agrees to purchase/supply and resell feed and bedding to the District, at Contractor's best price, regardless of the unit costs indicated below, as described on Page 14, Section A.1.i. Contractor must indicate the mark-up percentage that will be charged to the District below to be considered responsive to the bid.

QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT COST	TOTAL
312	Bale	Bermuda Hay	\$28.00	\$8,736.00
312	Bale	Oat Hay	\$31.00	\$9,672.00
390	Bale	Orchard Hay	\$72.00	\$28,080.00
390	Bale	Timothy Hay	\$37.00	\$14,430.00
8424	Bale	Alfalfa	\$30.00	\$252,720.00
2957	Bag	Alfalfa Cubes - 50 Pound Bag	\$18.00	\$53,226.00
2957	Bag	Alfalfa / Bermuda Cubes - 50 Pound Bag	\$17.00	\$50,269.00
105	TT	Bulk Pine Shavings	\$1,750.00	\$183,750.00
LUMP SUM TOTAL				\$600,883.00

Horse Feed and Bedding	Vendor Best Price + Actual Shipping/Handling + Mark-up (Must Not Exceed 5%)	5 %
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Option Year One: January 1, 2025 – December 31, 2025

2025

QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT COST	ESTIMATED NO. OF DAYS	TOTAL
360	Each	Horse Feeding Labor (Up To 180 x Twice Daily)	\$ 5.00	365	\$ 657,000.00
164	Each	Clean Single, 12' x 12' Box Stall	\$ 10.00	365	\$ 598,600.00
16	Each	Clean Double, 12' x 24' Box Stall	\$ 15.00	365	\$ 87,600.00
					GRAND TOTAL \$1,343,200.00

QUANTITY	UNIT OF MEASURE	DESCRIPTION	DAILY COST	ESTIMATED NO. OF DAYS	TOTAL
1	Each	Drag Arena #1 - 200' x 140'	\$ 120.00	365	\$ 43,800.00
1	Each	Drag Arena #2 - 160' x 65'	\$ 120.00	365	\$ 43,800.00
1	Each	Drag Arena #3 - 255' x 160'	\$ 75.00	365	\$ 27,375.00
1	Each	Drag Arena #4 - 200' x 160'	\$ 120.00	365	\$ 43,800.00
1	Each	Drag Arena #5 - 200' x 70'	\$ 75.00	365	\$ 27,375.00
1	Each	Drag Lunging / Turnout Areas	\$ 225.00	365	\$ 82,125.00
					GRAND TOTAL \$268,275.00

2025 LUMP SUM TOTAL

\$ 1,611,475.00

Quantity and unit cost are for evaluation purposes only to determine the not-to-exceed amount of the contract. Contractor agrees to purchase/supply and resell feed and bedding to the District, at Contractor's best price, regardless of the unit costs indicated below, as described on Page 14, Section A.1.i. Contractor must indicate the mark-up percentage that will be charged to the District below to be considered responsive to the bid.

QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT COST	TOTAL
312	Bale	Bermuda Hay	\$28.00	\$8,736.00
312	Bale	Oat Hay	\$31.00	\$9,672.00
390	Bale	Orchard Hay	\$72.00	\$28,080.00
390	Bale	Timothy Hay	\$37.00	\$14,430.00
8424	Bale	Alfalfa	\$30.00	\$252,720.00
2957	Bag	Alfalfa Cubes - 50 Pound Bag	\$18.00	\$53,226.00
2957	Bag	Alfalfa / Bermuda Cubes - 50 Pound Bag	\$17.00	\$50,269.00
105	TT	Bulk Pine Shavings	\$1,750.00	\$183,750.00
LUMP SUM TOTAL				\$600,883.00

Horse Feed and Bedding	Vendor Best Price + Actual Shipping/Handling + Mark-up (Must Not Exceed 5%)	5 %
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Option Year Two: January 1, 2026 – December 31, 2026

2026

QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT COST	ESTIMATED NO. OF DAYS	TOTAL
360	Each	Horse Feeding Labor (Up To 180 x Twice Daily)	\$ 5.50	365	\$ 722,700.00
164	Each	Clean Single, 12' x 12' Box Stall	\$ 11.00	365	\$ 658,460.00
16	Each	Clean Double, 12' x 24' Box Stall	\$ 15.00	365	\$ 87,600.00
			GRAND TOTAL		\$1,468,760.00

QUANTITY	UNIT OF MEASURE	DESCRIPTION	DAILY COST	ESTIMATED NO. OF DAYS	TOTAL
1	Each	Drag Arena #1 - 200' x 140'	\$ 120.00	365	\$ 43,800.00
1	Each	Drag Arena #2 - 160' x 65'	\$ 120.00	365	\$ 43,800.00
1	Each	Drag Arena #3 - 255' x 160'	\$ 75.00	365	\$ 27,375.00
1	Each	Drag Arena #4 - 200' x 160'	\$ 120.00	365	\$ 43,800.00
1	Each	Drag Arena #5 - 200' x 70'	\$ 75.00	365	\$ 27,375.00
1	Each	Drag Lunging / Turnout Areas	\$ 225.00	365	\$ 82,125.00
			GRAND TOTAL		\$268,275.00

2026 LUMP SUM TOTAL	\$ 1,737,035.00
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Quantity and unit cost are for evaluation purposes only to determine the not-to-exceed amount of the contract. Contractor agrees to purchase/supply and resell feed and bedding to the District, at Contractor's best price, regardless of the unit costs indicated below, as described on Page 14, Section A.1.i. Contractor must indicate the mark-up percentage that will be charged to the District below to be considered responsive to the bid.

QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT COST	TOTAL
312	Bale	Bermuda Hay	\$28.00	\$8,736.00
312	Bale	Oat Hay	\$31.00	\$9,672.00
390	Bale	Orchard Hay	\$72.00	\$28,080.00
390	Bale	Timothy Hay	\$37.00	\$14,430.00
8424	Bale	Alfalfa	\$30.00	\$252,720.00
2957	Bag	Alfalfa Cubes - 50 Pound Bag	\$18.00	\$53,226.00
2957	Bag	Alfalfa / Bermuda Cubes - 50 Pound Bag	\$17.00	\$50,269.00
105	TT	Bulk Pine Shavings	\$1,750.00	\$183,750.00
LUMP SUM TOTAL				\$600,883.00

Horse Feed and Bedding	Vendor Best Price + Actual Shipping/Handling + Mark-up (Must Not Exceed 5%)	5 %
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Option Year Three: January 1, 2027 – December 31, 2027

2027

QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT COST	ESTIMATED NO. OF DAYS	TOTAL
360	Each	Horse Feeding Labor (Up To 180 x Twice Daily)	\$ 5.50	365	\$ 722,700.00
164	Each	Clean Single, 12' x 12' Box Stall	\$ 11.00	365	\$ 658,460.00
16	Each	Clean Double, 12' x 24' Box Stall	\$ 15.00	365	\$ 87,600.00
					GRAND TOTAL \$1,468,760.00

QUANTITY	UNIT OF MEASURE	DESCRIPTION	DAILY COST	ESTIMATED NO. OF DAYS	TOTAL
1	Each	Drag Arena #1 - 200' x 140'	\$ 120.00	365	\$ 43,800.00
1	Each	Drag Arena #2 - 160' x 65'	\$ 120.00	365	\$ 43,800.00
1	Each	Drag Arena #3 - 255' x 160'	\$ 75.00	365	\$ 27,375.00
1	Each	Drag Arena #4 - 200' x 160'	\$ 120.00	365	\$ 43,800.00
1	Each	Drag Arena #5 - 200' x 70'	\$ 75.00	365	\$ 27,375.00
1	Each	Drag Lunging / Turnout Areas	\$ 225.00	365	\$ 82,125.00
					GRAND TOTAL \$268,275.00

2027 LUMP SUM TOTAL

\$ 1,737,035.00

Quantity and unit cost are for evaluation purposes only to determine the not-to-exceed amount of the contract. Contractor agrees to purchase/supply and resell feed and bedding to the District, at Contractor's best price, regardless of the unit costs indicated below, as described on Page 14, Section A.1.i. Contractor must indicate the mark-up percentage that will be charged to the District below to be considered responsive to the bid.

QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT COST	TOTAL
312	Bale	Bermuda Hay	\$28.00	\$8,736.00
312	Bale	Oat Hay	\$31.00	\$9,672.00
390	Bale	Orchard Hay	\$72.00	\$28,080.00
390	Bale	Timothy Hay	\$37.00	\$14,430.00
8424	Bale	Alfalfa	\$30.00	\$252,720.00
2957	Bag	Alfalfa Cubes - 50 Pound Bag	\$18.00	\$53,226.00
2957	Bag	Alfalfa / Bermuda Cubes - 50 Pound Bag	\$17.00	\$50,269.00
105	TT	Bulk Pine Shavings	\$1,750.00	\$183,750.00
LUMP SUM TOTAL				\$600,883.00

Horse Feed and Bedding	Vendor Best Price + Actual Shipping/Handling + Mark-up (Must Not Exceed 5%)	5 %
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EXHIBIT C – GENERAL TERMS AND CONDITIONS

Page 1 of 4

GTC 04/2017

1. APPROVAL:

This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT:

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT:

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT:

Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION:

Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES:

Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE:

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR:

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

Page 2 of 4

9. RECYCLING CERTIFICATION:

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:

During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

- a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

Page 3 of 4

- i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:

For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:

If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

Page 4 of 4

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

Page 1 of 4

CCC 04/2017 / CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County of</i>

CONTRACTOR CERTIFICATION CLAUSES
1. STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the person's or organization's policy of maintaining a drug-free workplace;
 - iii. any available counseling, rehabilitation and employee assistance programs; and,
 - iv. penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - i. receive a copy of the company's drug-free workplace policy statement; and,
 - ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Page 2 of 4

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweat free Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Page 3 of 4

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date, he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Page 4 of 4

4. CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease-and-desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

Page 1 of 3

California Fair Services Authority #21-11

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

- A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:
 1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
 2. Dates: The dates of inception and expiration of the insurance. For individual events, the specific event dates must be listed, along with all set-up and tear down dates.
 3. Coverages:
 - a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: **\$5,000,000 per occurrence** for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **\$5,000,000 per occurrence** for the following types of Motorized Events: automobile races, drifting exhibitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, enduro, pro stock; **\$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races; **\$3,000,000 per occurrence** for Rodeo Events all types **with a paid gate** and any Rough Stock events; **\$2,000,000 per occurrence** for Rodeo Events All Types **without a paid gate** and with any Rough Stock events and for Swap Meets/Flea Markets held two or more times per calendar year; **\$2,000,000 per occurrence** for the following Motorized events: car jumping contests/demonstrations of hydraulic modifications to automobiles; **\$2,000,000 per occurrence** for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the contractor/renter's activities, or business to be conducted under the contract or rental agreement/lease, must be listed in the Certificate of Insurance. If there is a self-insured retention or deductible in the contractor/renter's coverage equal to or in excess of \$100,000, the self-insured retention/deductible amount shall be included as part of the Certificate of Insurance. A copy of the contractor/renter's policy declaration page containing this

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

Page 2 of 3

information as an attachment/exhibit to the Certificate of Insurance will be acceptable, provided it contains all the aforementioned information.

- b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.
- c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.
- d. Medical Malpractice - Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.
- e. Liquor Liability - Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.
5. Certificate Holder:
 - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
 - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.
6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.
7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

- B. CFSA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

- C. Master Certificates - A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

- D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect;

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

Page 3 of 3

and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.

2. **Primary Coverage** - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.
3. **Contractor's Responsibility** - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**
4. **Certified Copies of Policies** - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CDSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CDSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.
2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CDSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.
3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.
4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CDSA Release and Waiver Form.

-End Exhibit E-

EXHIBIT F – MEGAN’S LAW SCREENING CERTIFICATION AND LISTING

OC Fair & Event Center

Page 1 of 2

This form must be completed legibly, with all information requested. Typewritten or computer-generated forms or reports may be substituted provided that: all required information is included in columnar form, and the listing report is attached to this form. The certification section must be signed by an authorized representative of the contractor.

Company/Organization Name: _____

Contact Name: _____ **Contact Telephone:** _____

Type of Company/Organization (Circle one):	<input type="checkbox"/> Contractor	<input type="checkbox"/> Consultant	<input type="checkbox"/> Concessionaire
	<input type="checkbox"/> Entertainer	<input type="checkbox"/> Exhibitor	<input type="checkbox"/> Volunteer

Other/Explanation if Needed: _____

The undersigned represents and warrants that attached to this Megan’s Law Screening Certification and Listing is a full, true, correct, complete, and accurate listing of all persons scheduled to work or volunteer for the company/organization identified above (“Contractor”) during the annual OC Fair or Imaginology. If any other or additional individuals will be performing work, labor, or services, I understand that my company/organization is required to submit a supplemental listing(s) identifying those individuals.

The undersigned represents and warrants that all persons and individuals performing services on behalf of Contractor, including, but not limited to, its agents, employees, subcontractors, and volunteers have been screened for sex offender registration before each individual commenced work, services, and/or was present at the OCFEC facility. The undersigned represents and warrants that no individual who is a registered sex offender will be assigned or permitted to perform services on behalf of Contractor at or on OCFEC premises.

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless OCFEC from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorney’s fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of Contractor’s obligations under this Megan’s Law Screening Certification and Listing, regardless of responsibility of negligence; by reason of death, injury, property damage, however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Contractor, or any of its employees or agents).

The undersigned represents and warrants that he/she is fully authorized to execute this Megan’s Law Screening Certification and Listing on behalf of Contractor.

Company/Organization Representative’s Signature

Title of Representative

Printed Name

Date

Lopez Works, Inc.
SA-006-23YR
PAGE 33 of 50



EXHIBIT F – MEGAN’S LAW SCREENING CERTIFICATION AND LISTING (CONT.)
OC Fair & Event Center
Page 2 of 2

Megan's Law Screening Listing

Please duplicate this listing sheet if additional space is required

Lopez Works, Inc.

SA-006-23YR

PAGE 34 of 50

EXHIBIT G – UNIFORM AND ID PROCEDURES & CERTIFICATION

Page 1 of 3

PROCEDURE FOR: Uniforms for Contractors and their Employees.

PPE (Personal Protective Equipment): Closed-toe shoes and steel toe work shoes/boots where appropriate and other PPE as required by task and OSHA guidelines.

Purpose: To ensure all OCFEC contractors, including employees, are wearing company approved uniforms when present in a working capacity at the OCFEC.

Procedure: 0004

1. Each OCFEC contractor and its respective employees (collectively, "Contractor") shall wear their own company uniform at all times when working on OCFEC property, including without limitation, the Pacific Amphitheatre, The Hangar and Action Sports Arena.
2. A uniform can be a logo T-shirt, polo style shirt or full button down shirt; if a jacket (or outerwear) is also required, the jacket must have the company logo on the front of the jacket. OCFEC will require pre-approval of the company uniform style and logo. The company logo must be highly visible and non-offensive in nature and at the discretion of OCFEC management.
3. If a Contractor wears a jacket (or outerwear), the required photo identification must remain visible at all times. (see OCFEC Contractor Photo Identification Procedure)
4. If any OCFEC Contractor is not in the approved attire, they may be asked to stop work until a reasonable solution can be found.
5. If any OCFEC Contractor violates OCFEC procedures, including this OCFEC Contractor Uniform Policy, OCFEC management will ask the Contractor to permanently replace that employee.
6. If any OCFEC Contractor continuously violates any OCFEC procedure, management may ask the Contractor to replace that employee until they are able to comply.

Responsibilities: All staff, Supervisors, Managers, Directors, Vice Presidents

Review: July 1, 2021 - Annually in January

EXHIBIT G – UNIFORM AND ID PROCEDURES & CERTIFICATION

Page 2 of 3

PROCEDURE FOR: OCFEC Contractors and their Employees wearing identification in the Pacific Amphitheatre, back stage and on OCFEC property.

PPE (Personal Protective Equipment): Break-away OCFEC photo identification card lanyard.

Purpose: To ensure all contractors and their employees are properly wearing required identification.

Procedure: 0005

1. Each OCFEC contractor and its respective employees (collectively, "Contractor") must wear OCFEC approved or supplied photo identification cards around their neck or in another highly visible area at all times while working for the OCFEC. (Note: an additional clip option is available due to work requirements).
2. The OCFEC department Director responsible for the work area will provide a complete list of all Contractors to badging trailer personnel. All Contractors must visit the OCFEC trailer to have their photograph taken and to be provided with their OCFEC photo identification card and a break-away lanyard (and/or clip if requested by the contractor)
3. The OCFEC department Director responsible for the work area will provide a copy of this OCFEC Contractor Photo Identification Procedure to all contractors to review and this OCFEC Contractor Photo Identification Procedure shall be incorporated as part of all OCFEC contracts.
4. Contractors may not access the backstage area of the Pacific Amphitheatre without a backstage pass, which must be pre-approved by the OCFEC department Director.
5. The Entertainment Director will gather names and develop a backstage pass list. The list will be evolving. The full list, along with updates, will be shared with Pacific Amphitheatre back stage Security Manager for their information and use. All Pacific Amphitheatre backstage passes must be worn by the OCFEC Contractor as described above.
6. OCFEC Vice Presidents and the Chief Executive Officer may submit names for the assignment of a Pacific Amphitheatre backstage pass. Submission of names must be sent to the Entertainment Director for addition to the master list and for fulfillment.
7. OCFEC Department Directors may submit names for consideration for the assignment of a Pacific Amphitheatre backstage pass provided these people have a purpose for being there. Requests should be sent by Directors to their Vice President for approval and then onto to the Entertainment Director for fulfillment.
8. All Contractors must be courteous and cooperative when at any venue access point, entry, gate or if approached by Security/Law Enforcement for ID inspection.
9. Contractors will be allowed in the Pacific Amphitheatre backstage area only to perform job functions. Once the Contractor completes the Contractor's job functions in the Pacific Amphitheatre backstage area, Contractor must immediately leave the area.
10. Contractors not properly wearing approved OCFEC identification will be asked to put their identification on. If they do not have their identification and their contractor status can be verified, they will be assigned a temporary pass. If their contractor status cannot be verified, they will be asked to leave property and only return with their approved identification.
11. If any OCFEC Contractor continuously violates any OCFEC procedure, management may ask the Contractor to replace that employee until they are able to comply.

Responsibilities: All staff, Supervisors, Managers, Directors, Vice Presidents

Review: July 1, 2021 - Annually in January

EXHIBIT G – UNIFORM AND ID PROCEDURES & CERTIFICATION

Page 3 of 3

By signing this form, the bidder has read and understood OCFEC's policies above, and is agreeing to follow all procedures.

(Print Name & Title)

(Signature)

(Date)

-End Exhibit G-

EXHIBIT H – ADDITIONAL CONTRACT TERMS AND CONDITIONS

Page 1 of 5

1. AUTHORIZED REPRESENTATIVE

Contractor must maintain one (1) or more English speaking representatives who are authorized to take immediate action and make requested adjustments and/or changes as required by District Management. This person must be identified to the District as the Contractor's authorized representative.

2. LICENSES, PERMITS AND CERTIFICATIONS

Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s), permit(s) and certification(s) required by law or as part of this contract for accomplishing any work required in connection with this agreement. In the event any license(s), permit(s) or certification(s) expire at any time during the term of this contract, Contractor agrees to provide agency a copy of the renewed license(s), permit(s) or certification(s) within thirty (30) days following the expiration date

In the event the Contractor fails to keep in effect at all times all required license(s), permit(s), and certification(s), the District may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

3. SITE ACCESS

District shall allow Contractor access to the District's property as needed. If access is required during annual OC Fair hours, the District will provide necessary admission and parking credentials for the employees performing in service of the contract.

4. INSURANCE

Proof of insurance, meeting the requirements of the State (see Exhibit E) must be made available to the District within fifteen (15) days of contract award. Failure to do so could result in termination of said contract.

5. WORK PERMIT LAW

If Contractor employs youth under the age of eighteen (18) years, he/she is required by law to see that each such employee holds a valid work permit. Contractor is further required to adhere to all applicable child labor laws.

6. PERSONNEL

All Contractor employees are employees of the Contractor and not the District. No agent, servant or employee of the Contractor will under any circumstances be deemed an agent, servant or employee of the District.

The District reserves the sole absolute right to determine, at its discretion, that any person or agent used by Contractor in the performance of the contract shall be excluded from such performance on the grounds that his or her appearance or conduct is detrimental to the District's operation. Determination of these matters by District Management shall be final.

7. POTENTIAL SUBCONTRACTORS/INDEPENDENT CONTRACTORS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any subcontractors/independent contractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations contained herein. The Contractor agrees to be as fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor's obligation to pay its subcontractors/independent contractors is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any subcontractor/independent contractor.

Subcontracting of goods or services must be approved in writing by the District.

ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

Page 2 of 5

8. SUPPLIERS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any suppliers.

The Contractor agrees to be as fully responsible to the District for the acts and omissions of its suppliers and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its suppliers is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any supplier.

9. TRAVEL, TRANSPORTATION AND ACCOMMODATIONS

Contractor is responsible for all necessary travel, fuel, transportation and housing accommodations.

10. INVOICES

Invoices shall be submitted upon completion of services rendered to the District.

All invoices must contain Contractor's invoice number, District-issued Purchase Order (PO) number, detailed work logs and hours by Service Type for the labor required to fulfill these services.

Contractor shall send invoices and any supporting documentation via email to AP@ocfair.com (the District's preferred mechanism) or mail to OC Fair & Event Center, Attn: Accounts Payable, 88 Fair Drive, Costa Mesa, CA 92626.

Upon contract award and throughout the duration of the contract, Contractor shall work with the District to ensure invoicing needs are continually met.

11. PAYMENT

Payments to the Contractor will be made by the 32nd District Agricultural Association and paid in full within 30 days upon satisfactory completion of each event and receipt of proper invoice.

12. PRICING/FINANCIAL PROPOSAL BID FORM

The Financial Proposal Bid Form will be used to develop the "not to exceed" amount of the contract. The estimated quantities provided are based upon historical experience and anticipated future needs, and may change depending upon actual needs/usage. Billing/invoicing will be determined by multiplying actual usage by the Service Type rate as entered on the Financial Proposal Bid Form.

The District may elect to add a contingency line item to accommodate specifications within the scope of the effort, if approved by the District, during the implementation of this contract.

13. MEGAN'S LAW SCREENING

All of Contractor's employees, agents, servants, volunteers, independent contractors and/or employees, agents, servants, volunteers, independent contractors of Contractor's subcontractors who will be performing job related duties on District premises must pass background checks under "Megan's Law" as required by the District's current Megan's Law policy (and as that policy may be amended by the District from time to time), and any other reasonable background checks that may be required by the District as a result of policies adopted by the District's Board of Directors. Contractor will certify in writing that they have conducted the required screening and will indemnify the District for any negligence arising out of or connected with their obligations pertaining to the required screening. Contractor shall not be held liable for the lack of or inaccuracies in reporting made available by the states. A full, true and correct copy of the District's current Megan's Law policy is attached.

ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

Page 3 of 5

14. RIGHT TO REPLACE/DISMISS

Contractor's onsite personnel are subject to approval of the District during the entire term of contracted services. The District has the right, in accordance with applicable law, to require replacement of Contractor's onsite personnel or any member of Contractor's onsite personnel.

If at any time the District determines that any employee, agent or officer of Contractor or of Contractor's permitted subcontractors, is in violation of District policies regarding harassment, discrimination or offensive behavior or Megan's Law, or fails to meet the District's safety and customer service standards, the District may notify Contractor verbally and/or in writing. Contractor will promptly correct the behavior, performance or condition giving rise to the notification described herein to the satisfaction of the District. If Contractor fails to correct the behavior, performance or condition giving rise to the notification described herein, the District may demand that Contractor (or Contractor's subcontractor, as the case may be) cease using said employee at the District's facilities and Contractor (or Contractor's subcontractor, as the case may be) will promptly comply with such request. If the District requests replacement of onsite personnel or any of its members, Contractor must furnish a replacement immediately or as otherwise determined necessary by the District. Nothing contained in this paragraph shall obligate the District to monitor the behavior of Contractor's employees or of Contractor's subcontractor's employees. The District retains the right to review the resumes of all Contractor personnel and confirm compliance.

15. GRATUITIES

Contractor is prohibited from offering any gift or gratuity to employees and/or officers of the 32nd District Agricultural Association, as employees and officers are not permitted to accept them under any circumstances. Contractor and/or Contractor's employees shall not solicit or accept any gifts. This includes cash, tickets, food, drinks, merchandise or any other items from District staff, promoters and/or vendors to perform the functions detailed in this agreement. Any violations of this policy may result in the dismissal of the employee and a performance violation notice issued to the Contractor.

16. EVALUATION OF CONTRACTOR PERFORMANCE

Contractor will be evaluated on their performance, including, but not limited to, Contractor's record of conforming to contract requirements and to standards of good workmanship; Contractor's record of forecasting and controlling costs; Contractor's adherence to contract schedules, including the administrative aspects of performance; Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; Contractor's record of integrity and business ethics, and generally, Contractor's business-like concern for the interest of the District and its customers.

Contractor shall work with District staff to ensure contract compliance, whether by phone, email or in-person meetings, as determined necessary by the District. The District retains the right to notify Contractor of any performance issues at any time for the duration of the contract term. Notification will be provided in writing to Contractor, whereupon Contractor shall have five (5) days to respond to the District's request for compliance. Unless mutually agreed upon otherwise, performance issues shall be corrected within fifteen (15) days of District's notification to Contractor.

Failure to supply equipment and/or personnel as required may result in a notice of default and/or an adjustment to the fees charged for equipment and/or labor.

Contractor may be disqualified from potential bidding opportunities if the District deems Contractor as unresponsive to repeated requests for corrective action.

17. NON-EXCLUSIVE AGREEMENT

Contractor understands and agrees that this is a non-exclusive agreement. The District may hire other contractors for work of a similar or identical nature.

ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

Page 4 of 5

18. TERMINATION

The District reserves the right to terminate any contract at any time with or without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations and/or performances required in the terms of the contract.

19. FORCE MAJEURE

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

20. PHONE NUMBERS

Contractor shall provide the District with phone numbers for their authorized representative(s) and with a 24-hour "On Call" phone number for emergencies.

21. VEHICLES, EQUIPMENT AND SUPPLIES

All vehicles and equipment such as utility carts, trucks, trailers, vans, boom lifts, scissor lifts, pressure washers, back pack blowers, hand trucks, brooms, hoses and pickers and all cleaning supplies such as stripper, detergents, sanitizers, air fresheners and other chemicals shall be owned and/or provided by Contractor. The District will provide consumable paper products, waste receptacles and plastic waste receptacle liners. All vehicles and equipment will be clearly marked with Contractor's company name and/or logo. Equipment shall be in proper operating condition with all guards in place. No equipment shall be left unattended. Equipment and supplies must be stored in designated areas agreed upon by the District. All Safety Data Sheets (SDS) for all chemical-cleaning products used must be on-site accessible by the District, per Global Harmonization System (GHS). Contractor shall take all necessary safety precautions when using vehicles, equipment and cleaning products. Drivers of all vehicles and equipment shall possess a valid driver license and be 18 years of age or older. Street sweepers should be South Coast Air Quality Management District Rule 1186 certified and Rule 1186.1 compliant and no older than 2 years. Contractor shall furnish all necessary labor, supervision, equipment, tools, materials (excluding dumpsters), permits, transportation and insurance in the performance of these specifications.

22. VEHICLE UTILITY CARTS

Contractor may provide utility carts for employees, if necessary, to complete Scope of Work. Carts are not permitted to park in front of buildings or in pathways blocking pedestrian access points. Drivers shall possess a valid driver's license and be 18 years of age or older and abide by all applicable local, State and Federal laws related to cart safety. Weather protection of equipment is the responsibility of the Contractor.

23. VENUE CLEAN-UP

- a. Contractor is to keep job site clean daily and upon project completion.
- b. Contractor shall sweep and blow all debris daily and upon project completion.
- c. Contractor will dump all green waste in the provided 40-yard dumpster on OCFEC grounds.
- d. Do not dispose of any construction material or project waste on OCFEC grounds or in OCFEC containers.
- e. Contractor is to keep all compound and chemicals out of storm drains & sewers.
- f. Contractor will protect ground surfaces from oil and other leaks that may come from service trucks.

ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

Page 5 of 5

24. PERSONNEL POLICY

All Contractor employees must receive an orientation on the duties they will be required to perform, safety training to ensure employees working with chemicals are familiar with SDS per GHS and harassment training (prior to working). In addition, ongoing customer service training will be required during the term of this contract to educate current employees and new hires. Contractor is required to supply all required training and a schedule of planned training shall be provided to the District at the beginning of every quarter in January, April, July and October. All employees will be issued an OC Fair & Event Center "Contractor" photo identification badge annually.

Identification badges must be worn at all times while on the property; when entering and while working on the grounds. Badges will have the name visible and worn on the upper right or left torso. All badges must be returned from terminated employees. All other employee badges must be returned on Friday following the end of the OC Fair. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

26. UNIFORMS AND BADGES

Contractor's employees shall be at all times neatly and cleanly uniformed and must meet reasonable prescribed grooming guidelines and appearance standards.

The District requires Contractor's employees to wear badges, identification cards, and/or credentials in a clearly visible location (per attached procedure) while Contractor's employees are on the District's premises. Contractor personnel will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property, when entering and while working on the grounds. Badges shall have the name visible and worn on the upper right or left torso. Badges are specific to each person and are non-transferable. All badges must be returned from terminated employees. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

27. SUBCONTRACTING

Subcontracting of goods or services must be approved in writing, by the District.

28. FIRE REGULATIONS

All fire regulations as prescribed by the State Fire Marshal must be strictly adhered to.

-End Exhibit H-

EXHIBIT I – COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

Page 1 of 3

1. SCOPE

As a result of the worldwide COVID-19 pandemic, the 32nd District Agricultural Association (OCFEC) implemented numerous essential protocols and procedures to protect OCFEC staff, renters, event promoter/producer employees, exhibitors, vendors, contractors, subcontractors, volunteers and members of the public. These protocols and procedures do not supersede or replace any existing orders issued by local governments, the State of California or the Federal Government. The protocol and procedure guidelines (COVID-19 Guidelines) apply equally to all organizations and persons doing business on OCFEC property, both public and private, and all event types, commercial, trade or other, hosted at the OCFEC.

2. SICK, ELDERLY AND VULNERABLE PERSONS

Anyone who feels sick should remain at home. In addition, high-risk persons who are over 65 years of age, or anyone with chronic illness or underlying medical conditions, should continue to follow recommendations to stay at home and limit public interaction.

3. PHYSICAL DISTANCING IN THE WORKPLACE

Physical distancing of a minimum of six (6) feet should be maintained between customer-facing employees and the general public, and – to the extent practical – between employees in the field or at employee workstations. Where isolation of employees in the field or at employee workstations is impractical, face coverings must be worn without exception.

4. HANDWASHING, PERSONAL PROTECTIVE EQUIPMENT, AND TESTING

Renters, event promoters, event producers, exhibitors, vendors, and their respective contractors, subcontractors and volunteers (collectively, “Business Partners”) conducting business at the OCFEC must require all customer-facing employees to either wash their hands or use hand sanitizer every thirty minutes, or wear disposable gloves which are to be changed as frequently as specified by guidelines established for each applicable job assignment. Face coverings must be provided to all employees.

Before starting a shift, all OCFEC employees and all Business Partner employees, must have their temperatures taken and documented, and individual(s) will not be permitted to remain at work if the temperature reading exceeds 100.4 degrees (°) Fahrenheit. Affected individual(s) may only return to work after registering and documenting their temperature reading below 100.4° Fahrenheit for seventy-two (72) consecutive hours.

All OCFEC event attendees, before entering OCFEC premises, must have their temperatures taken and documented. Any OCFEC event attendee with a temperature reading above 100.4° Fahrenheit will not be permitted to attend the event and will be required to immediately leave the OCFEC premises. Paid admission/parking fee refunds will be subject to processing schedule.

All competitive professional and amateur sports participants, including youth sports participants, must be tested for COVID-19 at least one (1) week before the date of the scheduled competition, and will not be permitted to compete if the intended participant tests positive for COVID-19. If the intended participant tests positive for COVID-19, he/she will not be allowed to participate in any activities at the OCFEC until after (i) receiving a negative result on a subsequent COVID-19 test and (ii) satisfying the specified 14-day (or otherwise governmentally specified) COVID-19 quarantine period.

EXHIBIT I – COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

Page 2 of 3

OCFEC Business Partners should make every effort to limit physical touch points at their respective places of business, including at the OCFEC. All OCFEC event promoters must significantly increase frequency of sanitation and disinfection measures at all workstations and equipment that come into contact with OCFEC employees and the general public. All OCFEC Business Partners must assess and identify the frequency of necessary sanitation and disinfection practices, and will review and agree upon a sanitation and disinfection schedule with the OCFEC.

Face coverings and disposable gloves must be worn by all OCFEC Business Partner customer-facing employees. All OCFEC event attendees and visitors must wear appropriate face coverings. Physical barriers, if available, are preferred but not required as the general public will make the personal decision of whether to attend an event at the OCFEC and/or patronize an OCFEC Business Partner. For the benefit of the public, OCFEC employees and Business Partner employees, handwashing or hand sanitizing should be done as soon as possible following the handling of materials that come in contact with the general public.

5. EVENT ATTENDANCE LIMITATIONS

Attendance at all OCFEC events, including all move-in and move-out activities, must be limited at any given time, to no more than the current maximum attendance levels permitted by all applicable local and state orders or laws.

OCFEC Business Partners must establish and actively enforce measures to monitor and ensure attendance limitation compliance. If an OCFEC Business Partner fails to comply with event attendance limitations, the OCFEC in its sole and absolute discretion may cancel the event without notice and refer the matter to local law enforcement.

6. OCFEC BUSINESS PARTNER COMPLIANCE

OCFEC Business Partners shall make every effort to assure compliance with COVID-19 related mitigation requirements. If an OCFEC Business Partner fails to comply with these COVID-19 Guidelines, the OCFEC in its sole and absolute discretion may close non-compliant event spaces, exhibitor spaces or other such rental spaces, or may cancel the event without notice and refer the matter to local law enforcement.

7. COVID-19 RELEASE AND WAIVER OF LIABILITY

As consideration for being permitted to conduct event activities at the OCFEC, OCFEC Business Partners must acknowledge and agree to all COVID-19 Pandemic and related governmental orders, directives and guidelines, and forever release the 32nd District Agricultural Association, the State, California Fair Services Authority (“CDSA”), the County, the Lessor, and any fair affiliated organization, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively “Releasees”) from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner’s employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner’s participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.

EXHIBIT I – COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

Page 3 of 3

8. EVENT ORGANIZATION PROTOCOLS

Each OCFEC Business Partner must submit event organization-specific COVID-19 related infection mitigation protocols and procedures for OCFEC review and approval no later than thirty (30) days before the event's scheduled move-in date. The OCFEC reserves the right to reject any protocols and procedures that are in conflict with, or are less stringent than, the COVID-19 Guidelines. If the OCFEC rejects the OCFEC Business Partner's COVID-19 related infection mitigation protocols and procedures, the OCFEC Business Partner must resubmit revised infection mitigation protocols and procedures for review no less than fifteen (15) days before the event's scheduled move-in date. If OCFEC Business Partner fails to submit the COVID-19 related infection mitigation protocols and procedures on time, the OCFEC in its sole and absolute discretion may terminate the agreement and cancel the event without notice.

9. FURTHER ACTION AS NECESSARY

The OCFEC reserves the right to modify these COVID-19 Guidelines as circumstances warrant. Specifically, the OCFEC recognizes that additional restrictions not reflected in these guidelines may be necessary to address the health and safety of certain populations depending upon their age or underlying health concerns, or otherwise to address medical issues as they arise.

I HAVE CAREFULLY READ THIS AGREEMENT EXHIBIT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A CONTRACTUAL AGREEMENT BETWEEN MYSELF AND THE 32ND DISTRICT AGRICULTURAL ASSOCIATION, THE STATE, CDSA, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed on _____, 20_____

OCFEC BUSINESS PARTNER

Signature

Address

Address

-End Exhibit I-

EXHIBIT J
Page 1 of 2

October 17, 2022

To: All Potential Bidders
From: Kelly Vu, Business Services Supervisor
Re: RFI #1, Q & A, IFB # EQC-01-22

The purpose of this RFI (Request for Information) is to transmit "Questions and Answers" regarding the technical components of the IFB Horse Feeding, Box Stall Cleaning & Arena Maintenance. All terms and conditions of the original IFB notice remain unchanged.

Questions and Answers

Questions:

1. On page 4 Part II General Information C. Delivery of Proposals, it states, "One (1) PDF copy of the entire proposal as well as one (1) Microsoft Word copy (Where applicable)." Is a PDF copy sufficient? Or, do we need to provide a Microsoft Word document copy as well?

Answer: One (1) PDF copy of the entire proposal will suffice.

2. Is prevailing wage required for this contract and if so what is the job classification and hourly rate?

Answer: Refer to page 41, Exhibit A, under Scope of Work for information on Prevailing Wage.

3. Do pages of the IFB without fields of data entry need to be included in the proposal or only pages with fields to be filled?

Answer: As stated on page 4, Part C, under Delivery of Proposals - One (1) PDF copy of the entire proposal as well as one (1) Microsoft Word copy (Where applicable). Be sure to include all MANDATORY Forms as stated on page 25, A.

4. Regarding Attachment 3, Financial Proposal bid form, under "Daily Price"- For example line one, should we provide pricing for each horse or for the total quantity (180)?

Answer: Please note that the previous Financial Proposal Bid Form on Page 29, Attachment 3, pages 1-5 has been deleted in its entirety and is being replaced with Financial Proposal Bid Form, Amendment #1 . Bidders must use the updated Financial Proposal Bid Form when submitting proposal for IFB #EQC-01-22.

See Addendum #1.

5. Will Storm Water Pollution Prevention measures be the responsibility of the contractor?

Answer: Yes, Storm Water Pollution Prevention measures are the sole responsibility of the Contractor. Under no circumstances should any fluids, manure or pollutants be allowed to enter the storm drain system. The management of manure on District property includes disposing of manure properly in proper waste bins.

6. On page 25 Part VIII Forms A. under checklist it states, "Attachment 3 Financial Proposal Bid Form (3 Pages)...". However, there are (6) pages in the Financial Proposal Bid Form, so, should we provide all (6)?

Answer: All pages must be submitted.

See Addendum #1.

7. On page 15 under Stall Cleaning, section b, the IFB states that "Box horse stalls must be completely stripped daily...". This is not an industry standard for "cleaning" a horse stall. This requirement makes it impossible to bid as the amount of shavings required to accomplish this task would be impossible to acquire and store on site.

Answer: Page 15, Section A.2., Scope of Work, Stall Cleaning.

The original statement of b. Box horse stalls must be completely stripped daily. Completely stripped, for the purpose of this scope of work is defined as removal of all types of bedding, including but not limited to straw, wood shavings and pellets, shredded cardboard, as well as hay, feed, newspaper, horse urine and fecal material, on stall floor down to the original base footing. Some bedding and particles may be impractical to remove.

Has been revised to the following:

b. Box horse stalls must be cleaned daily. For the purpose of this scope of work, cleaned is defined as removal of all types of debris including but not limited to horse urine and fecal matter, contaminated bedding, including but not limited to straw, wood shavings and pellets, shredded cardboard, as well as hay, feed and/or newspaper, on stall floor. Some bedding and particles may be impractical to remove. Should a vacancy occur (horse leaves or is moved from one stall to another), a complete stripping of the vacated stall must be completed. Complete stripping, for the purpose of this scope of work is defined as removal of all types of bedding, including but not limited to straw, wood shavings and pellets, shredded cardboard, as well as hay, feed, newspaper, horse urine and fecal material, on stall floor down to the original base footing. Some bedding and particles may be impractical to remove.

See Addendum #1.

8. On page 15 under Arena Maintenance, it is unclear on what material the District will ultimately accept for footing. The IFB does not specify how many times per year the footing will be required to be replaced, or if it will have to be replaced, or who will be making that determination.

Answer: The District will be assuming responsibility of the equestrian center facility as is. As such, refer to page 15, 2. Scope of Work, Arena Maintenance, line d.

The current IFB is not requiring replacement of arena footing. District management will review and make a determination as to the need for footing replacement. Should the footing need replacing a separate bid will be released.

9. Does the contractor have to provide all of the feeds listed (alfalfa, bermuda, timothy, cubes) or will it be the contractor's choice of which ones to provide?

Answer: Contractor will be required to provide feed per examples provided in IFB.

10. Will any feeds not listed ever be required to be supplied?

Answer: Contractor will not be required to supply feed not listed in IFB.

11. Will there be additional covered hay storage available?

Answer: District will work with Contractor to provide storage for hay on District property.

12. Where will contractor be allowed to store the shavings that are required to be used per the contract?

Answer: District will work with contractor to allow storage of shavings on District property.

13. If the waste containers (shavings and manure) are full where will the contractor be allowed to dump the waste?

Answer: District will provide alternate dumpster(s) for shavings and manure should a waste container be full.

14. Who will make the determination when the arenas will need to be redone with new footing?

Answer: District will be assuming responsibility of the equestrian center facility as is. District management will review and make a determination as to the need for footing replacement. Should the footing need replacing a separate bid will be posted.

15. How many times per year will the footings need to be redone?

Answer: District will be assuming responsibility of the equestrian center facility as is. District management will review and make a determination as to the need for footing replacement. Should the footing need replacing a separate bid will be posted.

16. Who will make the determination when arenas will be closed due to inclement weather? If the District makes the decision will ample time be given to complete the task by 6pm?

Answer: District will notify Contractor immediately, upon making the determination to close the arenas due to inclement weather, to provide Contractor as much time as possible to complete the task of sealing arena(s) by 6:00 p.m.

17. Who will make the determination when arenas will be opened after inclement weather?

Answer: District will determine if and when arenas will be closed due to inclement weather.

18. How will the contractor know what feed to give each horse?

Answer: District will provide the feed schedule based on information provided by renters to Contractor.

19. How will the contractor be notified of a change in a horse's feed?

Answer: District will notify Contractor of any changes to a horse's feed schedule based on information provided by renter.

20. Will there be a minimum amount paid by the District regardless of the number of horses on the property?

Answer: Quantities listed are for evaluation purposes only and do not imply any guaranteed minimum or maximum usage by the District. Prices quoted shall remain firm for the term of the Agreement.

Please note that the previous Financial Proposal Bid Form on Page 29, Attachment 3, pages 1-5 has been deleted in its entirety and is being replaced with Financial Proposal Bid Form, Amendment #1. Bidders must use the updated Financial Proposal Bid Form when submitting proposal for IFB #EQC-01-22.

21. How is redoing the footing to be billed or is it to be worked into the daily dragging fee?

Answer: Section A. 2., Arena Maintenance, d) Contractor shall maintain arena footing with a minimum of 4 inches of base i.e. stone dust, decomposed granite, or similar material (that is within industry standard), with a minimum of 2 inches of footing i.e. sand, dirt/clay, stone dust, decomposed granite, etc. (must specify material to be used and get District approval prior to installation), atop the base. Bids submitted for arena maintenance should include Contractor costs associated with arena maintenance based on minimum requirements.

Please send an email to acknowledge if you intend to bid on this project. **Failure to acknowledge any RFI(s) and any Addendum(s) will result in disqualification.**

-End RFI #1-

October 17, 2022

To: All Potential Bidders
From: Kelly Vu, Business Services Supervisor
Re: Addendum #1, IFB #: EQC-01-22

The purpose of this addendum is to revise the components of the Invitation For Bid (IFB) for the Horse Feeding, Box Stall Cleaning & Arena Maintenance. All terms and conditions of the original IFB remain unchanged.

Document to be revised as follows:

1. IFB, PART V, STATEMENT OF WORK TO BE PERFORMED

Section A.1., Scope of Work, Minimum Requirements, j.

Please note that the following has been added:

j. Any and all equipment containing an engine, whether rented or owned, that is utilized by Contractor on District property, must contain and display a valid permit issued by the South Coast Air Quality Management District (SCAQMD). Should any Contractor equipment be found in violation of this requirement by the SCAQMD, Contractor will be responsible for paying resulting fine to the SCAQMD at Contractor's sole expense. Equipment should be in compliance with all State and Federal Regulations. All Equipment must be in working order with no leaks and equipment should have properly working horns, signals, rear and side view mirrors, etc. Contractor will be required to provide a list of the equipment and supplies that will be utilized in the implementation of this contract. District is in no way liable or responsible for any equipment brought onto District property by the Contractor.

2. IFB, PART V, STATEMENT OF WORK TO BE PERFORMED

Section A.2., Scope of Work, Stall Cleaning, b.

Original: "Box horse stalls must be completely stripped daily. Completely stripped, for the purpose of this scope of work is defined as removal of all types of bedding, including but not limited to straw, wood shavings and pellets, shredded cardboard, as well as hay, feed, newspaper, horse urine and fecal material, on stall floor down to the original base footing. Some bedding and particles may be impractical to remove."

Change To: "Box horse stalls must be cleaned daily. For the purpose of this scope of work, cleaned is defined as removal of all types of debris including but not limited to horse urine and fecal matter, contaminated bedding, including but not limited to straw, wood shavings and pellets, shredded cardboard, as well as hay, feed and/or newspaper, on stall floor. Some bedding and particles may be impractical to remove. Should a vacancy occur (horse leaves or is moved from one stall to another), a complete stripping of the vacated stall must be completed. Complete stripping, for the purpose of this scope of work is defined as removal of all types of bedding, including but not limited to straw, wood shavings and pellets, shredded cardboard, as well as hay, feed, newspaper, horse urine and fecal material, on stall floor down to the original base footing. Some bedding and particles may be impractical to remove."

3. IFB, ATTACHMENT #3, FINANCIAL BID FORM

Please note that the previous Financial Proposal Bid Form on Page 29, Attachment 3, pages 1-5 has been deleted in its entirety and is being replaced with Financial Proposal Bid Form, Amendment #1, pages 1-10. Bidders must use the updated Financial Proposal Bid Form when submitting proposal for IFB #EQC-01-22

Important: It is the Bidder's responsibility to confirm in writing receipt of all addenda issued to this IFB. Failure to confirm in writing receipt of all addenda in any proposal will render the proposal non-responsive and result in its rejection. See IFB, page 10, Addenda (Changes to the IFB)

Thank you.

STATE OF CALIFORNIA
SPONSORSHIP AGREEMENT
(Rev 3/19)

RMT A JH F MALK

AGREEMENT NUMBER

SA-203-22SP

A-

1. This Agreement is entered into between the Awarding Agency and the Sponsor/Contractor named below:

STATE AGENCY'S NAME

32nd District Agricultural Association/OC Fair & Event Center

SPONSOR/CONTRACTOR'S NAME

ANGELA ORTEZ INC.

2. The term of this Agreement is: **10/29/2022**

3. The amount of this Sponsorship Agreement **\$1,000.00 (CASH)**

Payment Terms:

ONE TIME PAYMENT (*Lump sum*) MONTHLY QUARTERLY ITEMIZED INVOICE
 OTHER Payable to: "OC Fair & Event Center"

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement. *Additional Pages Attached

Exhibit A – Sponsorship Agreement Provisions**Exhibit B – Sponsorship Agreement Terms and Conditions****Exhibit C – Insurance Requirements****Exhibit D – Rules and Regulations Governing Rental Space - Note: Section B Referenced Handbook (Page 18 states**

"you are required to pay all requisite deposits, fees and taxes, including possessory interest tax, which may be levied by the County of Orange."

Exhibit E – Covid 19 Infection Mitigation Protocol & Procedure Guidelines*GTC(4/17) – If not attached, view at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

SPONSOR/CONTRACTOR

SPONSOR/CONTRACTOR'S NAME

ANGELA ORTEZ INC.

BY (Authorized Signature)



50D851ABDA364C3

PRINTED NAME AND TITLE OF PERSON SIGNING

Angela Ortez, President

ADDRESS

352 S. Elm Drive, Beverly Hills, CA 90212
(310) 722-8215 amomarketinginc@gmail.com

California State Use Only Exempt: Sponsorship**STATE OF CALIFORNIA**

AGENCY NAME

32nd District Agricultural Association/OC Fair & Event Center

DocuSigned by:



50D843EB5894420

PRINTED NAME AND TITLE OF PERSON SIGNING

Joan Hamill, Chief Business Development Officer

ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.
SIGNATURE OF STATE ACCOUNTING OFFICER



Date

 CONTRACTS MANAGER

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EXHIBIT A – SPONSORSHIP AGREEMENT PROVISIONS

CONTRACT REPRESENTATIVES:

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER
Marie Torres, Marketing & Sponsorship Associate
(714) 708-1541

Angela Ortez Inc.
Angela Ortez, President
(310) 722-8215

Force Majeure

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

Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order [N-6-22](#) (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

SPONSOR AGREES:

1. **That space shall be used for the following purpose only:** To promote AMO Marketing.
2. To provide payment in the sum of ONE THOUSAND DOLLARS (\$1,000.00) as a space fee, due and payable upon completion of onsite presence and proof of performance.
3. Payments shall be remitted to the following address:

**OC Fair & Event Center
 Attn: Accounts Receivable
 88 Fair Drive
 Costa Mesa, CA 92626**

4. To gain pre-approval from the District for use of OC Fair marks and logos and that all display elements, materials, and concepts provided by Sponsor require the approval of the District prior to implementation.
5. To verify all Sponsor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.
6. That staff members shall comply with the following requirements:
 - a. No staff member will promote brand outside of designated space(s).
7. Sponsor will provide a list of staff working the event and any required paperwork (Megan's Law Screening[s], etc.) to Tandem by 5:00 p.m. on October 28, 2022.

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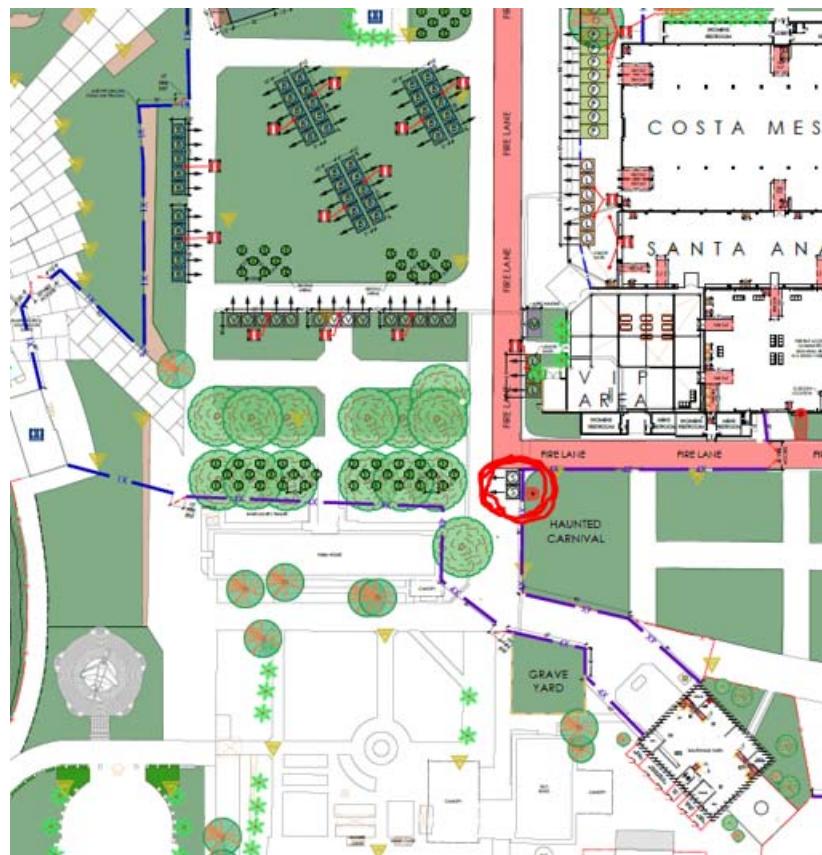
EXHIBIT A – SPONSORSHIP AGREEMENT PROVISIONS (CONT.)

8. To have its display fully staffed by uniformed representatives:
- a. By 5:00 p.m. and open to the public from 6:30 p.m. to at least 10:00 p.m. on Saturday October 29, 2022.
9. That other mobile tours and exhibitors may be near the designated spaces.
10. To abide by the rules and regulations set forth by the District staff prior to, during, or following the Term.
11. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities and ensure display(s) are at all times operating within the parameters set forth by these organizations.
12. To provide Certificates of Insurance, fire safety training information, certifications and comply with all such requests as made by the District prior to, 5:00 p.m. on October 28, 2022.

DISTRICT AGREES:

1. To provide a 10' x 10' space located at the designated mobile marketing space in the Haunted Carnival Location at the 2022 Boo Ha Ha event (see spot-marked map below) on October 29, 2022.
2. To provide electricity.

Activation Space:



- End Exhibit A -

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ANGELA ORTEZ INC.

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EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS

- A. Title of Event.** The Event shall be known as the "OC Fair" and Sponsor agrees that it shall refer to the Event in all advertising and promotional materials by the Event's full name.
- B. Participants' Names.** Sponsor acknowledges that State does not have the right to use the names, signatures, photographs or likenesses of any performer who may appear at the Event or on Sponsor's Stage in connection with a commercial product or service, and the individual performer must approve all such uses by Sponsor. State does have the right to approve on behalf of individual performers the use of their names, photographs or likenesses in advertising which primarily promotes the Event and the Stage and mentions Sponsor's involvement as a Sponsor, and Sponsor will submit any such advertising to State for prior approval as provided in Paragraph M.
- C. Right to Remove Name.** Sponsor shall have the right, at any time and for any reason, to request in writing the State remove its name from any and/or all signage and other materials associated with the Event. State shall use its best efforts to comply with said request, but if State will incur any additional expenses in connection with such compliance, it will notify Sponsor in writing and obtain Sponsor's prior written approval. Sponsor will reimburse State for all such approved expenses. State shall notify Sponsor if time does not reasonably permit compliance with Sponsor's request. Nothing herein shall relieve Sponsor of its obligations under the body of this Agreement.
- D. Delivery and Service.** At Sponsor's expense, Sponsor shall deliver the Products to, and store such Products at, State's location. Sponsor agrees to provide service personnel on an "on call" basis to assist in the delivery, installation, repair, maintenance and removal of the Products, in a number mutually agreed upon between the parties. All of Sponsor's personnel shall be subject to State's security and personnel policies and practices.
- E. Sponsor Insurance.** During the Term of this Agreement, Sponsor agrees to carry worker's compensation and employer's liability insurance, in such amounts as may be required by law, for any personnel Sponsor may utilize for the delivery, installation, maintenance, repair and removal of the Product.
- F. Risk of Loss.** State represents and warrants that to the extent storage of the Products is under the control and/or supervision of State, State will assume all risk of loss and will further store the Products safely and securely in a manner which will not cause the Products to become defective or not merchantable or fit for their intended purpose.
- G. Sponsor's Trademarks.** Sponsor's trademarks, label designs, product identifications, artwork and other symbols and devices associated with Sponsor's Products ("Sponsor's Trademarks") are and shall remain Sponsor's property, and Sponsor shall take all steps reasonably necessary to protect such Sponsor's Trademarks through U.S. federal registrations and foreign registrations as it deems desirable and through reasonable prosecution of infringements.
- H. Sponsor's Authorization of State.** State is hereby authorized to use Sponsor's Trademarks in advertising and promoting the Event during the Term of this Agreement, provided Sponsor shall have the right to approve all such uses in writing in advance.
- I. State's Submission for Approval.** State shall submit all materials to Sponsor in writing and if Sponsor does not approve or reject such materials in writing within 10 – 14 business days after receipt thereof, then Sponsor shall be deemed to have approved such materials.
- J. Uses for Benefit of Sponsor.** The right to use Sponsor's Trademarks is non-exclusive, non-assignable and nontransferable. All uses by State of Sponsor's Trademarks shall inure solely to the benefit of Sponsor.
- K. State's Trademarks.** State's trademarks, designs, artwork and other symbols and devices associated with the Event ("State's Trademarks") are and shall remain State's property and State shall take all steps reasonably necessary to protect State's Trademarks through U.S. federal registrations and foreign registrations as it deems desirable and through reasonable prosecutions of infringements.
- L. State's Authorization of Sponsor.** Sponsor is hereby authorized to use State's Trademarks in advertising and promoting Sponsor's Products until 15 days after the Event takes place, provided State shall have the right to approve all such uses in writing in advance.

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ANGELA ORTEZ INC.

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EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS (CONT.)

- M. Sponsor's Submission for Approval.** Sponsor shall submit materials to State in writing and if State does not approve or reject such materials in writing within 10 – 14 business days after receipt thereof, then State shall be deemed to have approved such materials.
- N. Benefit of State.** The right to use State's Trademarks is non-exclusive, non-assignable and nontransferable. All uses by Sponsor of State's Trademarks shall inure solely to the benefit of State.
- O. Merchandise.** State shall not manufacture or sell, or license the manufacture and/or sale, of any promotional or other merchandise which bears Sponsor's Trademarks without Sponsor's prior written consent. Sponsor shall have the right to manufacture and/or sell promotional or other merchandise which bears State's Trademarks.
- P. Ambush Prevention-State's Action.** State agrees to take all reasonable measures to prevent the unauthorized use of State's Trademarks (and facsimiles thereof) and to prevent the dilution of the value of Sponsor's rights hereunder by using its best efforts to exclude competing signage, competitive product sales and competitive product sampling from the Venue and the area surrounding the Venue, and to prosecute specific instances of trademark and copyright infringement, trademark and trade dress dilution, unfair competition and/or consumer deception whenever it is, in the opinion of State's counsel, reasonable to do so. State shall bear all costs of such prosecution and shall retain the proceeds thereof, if any. Sponsor shall cooperate with State in any such litigation.
- Q. Owner Warranties.** State represents and warrants that:
 - 1. it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person;
 - 2. State's Trademarks do not infringe the trademarks or trade names or other rights of any other person;
 - 3. it has all government licenses, permits or other authorizations necessary to conduct the Event as contemplated under this Agreement; and
 - 4. it will comply with all applicable laws, regulations and ordinances pertaining to the promotion and conduct of the Event.
- R. Sponsor Warranties.** Sponsor represents and warrants that:
 - 1. it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person;
 - 2. Sponsor's Trademarks do not infringe the trademarks or trade names of any other person;
 - 3. it has all government licenses, permits or other authorizations necessary to conduct its business; and
 - 4. all Products furnished by Sponsor shall be of high quality and shall be free from product defects and shall be merchantable and suited for their intended purpose.
- S. Effect of Cancellation on Sponsor.** In the event that the Event does not take place, in whole or in part, due to any Act of God or force majeure, including, without limitation, weather, fire, flood, strike, labor dispute, civil commotion, riot or threat of violence or similar cause beyond the control of the parties, then Sponsor shall be entitled to an immediate refund of the Sponsorship Fee (or a pro rata portion thereof if the Event took place only in part) less any expenses incurred on behalf of the Sponsor and an immediate refund of the value (as measured by Sponsor's cost) of all Products contributed by Sponsor (or a pro rata portion of the value of the Products used in the Event if the Event took place only in part). State will provide adequate revenue protection insurance to cover its obligations hereunder.
- T. No Joint Venture or Partnership.** This agreement shall not be deemed to create a joint venture, partnership, principal-agent, employer-employee or similar relationship between State and Sponsor.

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ANGELA ORTEZ INC.
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EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS (CONT.)

- U. Invalidity.** The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate the Agreement, all of said provisions being inserted conditionally on their being considered legally valid, and this Agreement shall be construed and performed in all respects as if such invalid or unenforceable provision(s) were omitted.
- V. Notices.** All notices required or permitted to be made under this Agreement shall be in writing and shall be deemed to have been duly given when delivered or sent by prepaid certified or registered mail:

If to State, to: 88 Fair Drive, Costa Mesa, CA 92626

or such other address as either party may designate in writing to the other party for this purpose.

- W. Commissions.** Sponsor and State shall each be responsible for its own sales agency, sponsorship agency, advertising agency or other commissions or brokers fees which either is or may become obligated to pay as a result of or attendant to this Agreement.
- X. Non-Assignment.** Neither party shall assign this Agreement without the prior written approval of the other party, except that Sponsor may assign this Agreement to any entity which acquires substantially all of its assets.
- Y. Complete Agreement.** This Agreement represents the entire agreement between the parties and supersedes all other agreements, if any, express or implied, whether written or oral. State has made and makes no representations of any kind except those specifically set forth herein.

Z. Binding Agreement. This Agreement shall be binding upon the parties, their successors and assigns.

- AA. Cancellation.** The State reserves the sole and exclusive right to terminate this agreement, with or without cause, upon thirty (30) calendar days written notice to Sponsor. If, during the performance of this agreement, a dispute arises between the Sponsor and the State, which cannot be settled by discussion, the Sponsor shall, within eight hours of the incident giving rise to the dispute, submit a written statement to State. A decision by the State, in writing, shall be given to the Sponsor within four hours of receipt of such statement, and shall be final and conclusive. The Sponsor shall continue to perform the requirements herein without interruptions during the dispute period.
- BB. Breach of Agreement.** In the event the Sponsor breaches the terms of this agreement, the State shall be entitled to recover, in addition to any other damages and remedies that they may be entitled to, all costs incurred in enforcing this agreement, including attorney's fees.
- CC. Indemnification** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, employees, and their sales agency of record (currently Moor + South/Pier Management Co., LP, dba Tandem) from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents.)

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ANGELA ORTEZ INC.

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EXHIBIT C – INSURANCE REQUIREMENTS

California Fair Services Authority #22-01

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
2. Dates: The dates of inception and expiration of the insurance. For individual events, the specific event dates must be listed, along with all set-up and tear down dates.
3. Coverages:
 - a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSAs Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: **\$5,000,000 per occurrence** for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **\$5,000,000 per occurrence** for the following types of Motorized Events: automobile races, drifting exhibitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, enduro, pro stock; **\$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races; **\$3,000,000 per occurrence** for Rodeo Events all types **with a paid gate** and any Rough Stock events; **\$2,000,000 per occurrence** for Rodeo Events All Types **without a paid gate** and with any Rough Stock events and for Swap Meets/Flea Markets held two or more times per calendar year; **\$2,000,000 per occurrence** for the following Motorized events: car jumping contests/demonstrations of hydraulic modifications to automobiles; **\$2,000,000 per occurrence** for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without any Rough Stock Events**; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the contractor/renter's activities, or business to be conducted under the contract or rental agreement/lease, must be listed in the Certificate of Insurance. If there is a self-insured retention or deductible in the contractor/renter's coverage equal to or in excess of \$100,000, the self-insured retention/deductible amount shall be included as part of the Certificate of Insurance. A copy of the contractor/renter's policy declaration page containing this information as an attachment/exhibit to the Certificate of Insurance will be acceptable, provided it contains all the aforementioned information.

- b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.
- c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

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EXHIBIT C – INSURANCE REQUIREMENTS (CONT.)

- d. Medical Malpractice - Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.
- e. Liquor Liability - Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.
- 4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.
- 5. Certificate Holder:
 - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
 - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.
- 6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.
- 7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

- B. CFSA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

- C. Master Certificates - A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

- D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services

Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.

2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.
3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**
4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original

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EXHIBIT C – INSURANCE REQUIREMENTS (CONT.)

policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CDSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CDSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.
2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CDSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.
3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.
4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CDSA Release and Waiver Form.

-End Exhibit C-

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EXHIBIT D – RULES AND REGULATIONS GOVERNING RENTAL SPACE

- A. The District hereby grants to the Sponsor the right to occupy the aforestated space(s) for the purpose set forth herein and subject to the terms and conditions of this Agreement.
- B. **The Commercial Space and Concessions Rules and Regulations Handbook hereby becomes a part of this Sponsorship with Rental Space agreement by reference and is on file with the District. By signing the Agreement, Sponsor acknowledges that they have read the Handbook and agrees to abide by said Rules and Regulations.**
- C. Sponsor represents and warrants that the commercial offering, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Sponsor or all required permissions and license agreements have been obtained and paid for by the Sponsor, and (ii) as far as Sponsor is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
- D. Sponsor further agrees that it will not sell, exchange or barter, or permit his employees to sell, exchange or barter any permits issued to Sponsor or his employees hereunder.
- E. In the event Sponsor 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 the District and the District shall have the right to occupy the space in any manner deemed for the best interest of the District.
- F. No Sponsor will be allowed to open booth space/exhibit until all the preliminary requirements herein set forth have been complied with.
- G. Sponsor will conduct its business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the District near said booth space/exhibit for such purpose, and will keep the area within and surrounding said booth space/exhibit free from all rubbish and debris.
- H. The District will furnish necessary janitorial services for all aisles, streets, roads and areas used by the public, but Sponsor must, at his own expense, keep the booth/exhibit space and adjacent areas properly arranged and clean. All equipment must be clean, all coverings removed, and the booth/exhibit 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 Sponsor's trash, and such trash must not be swept into the aisles or streets or any public space.
- I. All buildings, tents, or enclosures erected under the term of this Agreement shall have the prior approval of District and the local fire suppression authorities.
- J. Sponsor will conduct the privileges granted in this 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 the District, 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 Agreement, and that any and all exclusives granted Sponsor shall not include the Carnival and the Carnival Area.
- K. All sound-producing devices used by Sponsor within or outside its space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to its patrons or to other Concessionaires or Exhibitors and the decision of the District 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 the District.
- L. Sponsor 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

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EXHIBIT D – RULES AND REGULATIONS GOVERNING RENTAL SPACE (CONT.)

shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the the District and the local law enforcement officials.

- M. Sponsor is entirely responsible for the space allotted to Sponsor and agrees to reimburse the District for any damage to the real property, equipment, or grounds use in connection with the space allotted to Sponsor, reasonable wear and tear and damage from cause beyond Sponsor's control excepted.
- N. The District may provide watchman service, which will provide for reasonable protection of the property of Sponsor's, but the District shall not be responsible for loss or damage to the property of Sponsor.
- O. 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 Sponsor must be removed from the buildings and grounds by Sponsor, at his own expense, no later than a date specified by the District. It is understood in the event of Sponsor's failure to vacate said premises herein provided, unless permission in writing is first obtained, the District may and is hereby authorized and made the agent of Sponsor to remove and store the concession and all other material of any nature whatsoever, at the Sponsor's risk and expense, and Sponsor shall reimburse the District for expenses thus incurred.
- P. No Sponsor 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 Sponsor is authorized in writing by the District and unless it holds a lawful license authorizing such sales on said premises.
- Q. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
- R. Failure of the District 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.
- S. Sponsor recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Sponsor may be subject to the payment or property taxes levied on such interest.
- T. The District shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
- U. The parties hereto agree that Sponsor, and any agents and employees of Sponsor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the District.
- V. 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.
- W. By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens. During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens will be limited to areas designated by the Association.

-End Exhibit D-

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EXHIBIT E - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

1. **Scope.** As a result of the worldwide COVID-19 pandemic, the 32nd District Agricultural Association (OCFEC) implemented numerous essential protocols and procedures to protect OCFEC staff, renters, event promoter/producer employees, exhibitors, vendors, contractors, subcontractors, volunteers and members of the public. These protocols and procedures do not supersede or replace any existing orders issued by local governments, the State of California or the Federal Government. The protocol and procedure guidelines (COVID-19 Guidelines) apply equally to all organizations and persons doing business on OCFEC property, both public and private, and all event types, commercial, trade or other, hosted at the OCFEC.
2. **Sick, elderly and vulnerable persons.** Anyone who feels sick should remain at home. In addition, high-risk persons who are over 65 years of age, or anyone with chronic illness or underlying medical conditions, should continue to follow recommendations to stay at home and limit public interaction.
3. **Physical Distancing in the Workplace.** Physical distancing of a minimum of six (6) feet should be maintained between customer-facing employees and the general public, and – to the extent practical – between employees in the field or at employee workstations. Where isolation of employees in the field or at employee workstations is impractical, face coverings must be worn without exception.
4. **Handwashing, Personal Protective Equipment, and Testing.** Renters, event promoters, event producers, exhibitors, vendors, and their respective contractors, subcontractors and volunteers (collectively, "Business Partners") conducting business at the OCFEC must require all customer-facing employees to either wash their hands or use hand sanitizer every thirty minutes, or wear disposable gloves which are to be changed as frequently as specified by guidelines established for each applicable job assignment. Face coverings must be provided to all employees.

Before starting a shift, all OCFEC employees and all Business Partner employees, must have their temperatures taken and documented, and individual(s) will not be permitted to remain at work if the temperature reading exceeds 100.4 degrees (°) Fahrenheit. Affected individual(s) may only return to work after registering and documenting their temperature reading below 100.4° Fahrenheit for seventy-two (72) consecutive hours.

All OCFEC event attendees, before entering OCFEC premises, must have their temperatures taken and documented. Any OCFEC event attendee with a temperature reading above 100.4° Fahrenheit will not be permitted to attend the event and will be required to immediately leave the OCFEC premises. Paid admission/parking fee refunds will be subject to processing schedule.

All competitive professional and amateur sports participants, including youth sports participants, must be tested for COVID-19 at least one (1) week before the date of the scheduled competition, and will not be permitted to compete if the intended participant tests positive for COVID-19. If the intended participant tests positive for COVID-19, he/she will not be allowed to participate in any activities at the OCFEC until after (i) receiving a negative result on a subsequent COVID-19 test and (ii) satisfying the specified 14-day (or otherwise governmentally specified) COVID-19 quarantine period.

OCFEC Business Partners should make every effort to limit physical touch points at their respective places of business, including at the OCFEC. All OCFEC event promoters must significantly increase frequency of sanitation and disinfection measures at all workstations and equipment that come into contact with OCFEC employees and the general public. All OCFEC Business Partners must assess and identify the frequency of necessary sanitation and disinfection practices, and will review and agree upon a sanitation and disinfection schedule with the OCFEC.

Face coverings and disposable gloves must be worn by all OCFEC Business Partner customer-facing employees. All OCFEC event attendees and visitors must wear appropriate face coverings. Physical barriers, if available, are preferred but not required as the general public will make the personal decision of whether to attend an event at the OCFEC and/or patronize an OCFEC Business Partner. For the benefit of the public, OCFEC employees and Business Partner employees, handwashing or hand sanitizing should be done as soon as possible following the handling of materials that come in contact with the general public.

5. **Event Attendance Limitations.** Attendance at all OCFEC events, including all move-in and move-out activities, must be limited at any given time, to no more than the current maximum attendance levels permitted by all applicable local and state orders or laws.

OCFEC Business Partners must establish and actively enforce measures to monitor and ensure attendance limitation compliance. If an OCFEC Business Partner fails to comply with event attendance limitations, the OCFEC in its sole and absolute discretion may cancel the event without notice and refer the matter to local law enforcement.

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EXHIBIT E - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)

6. **OCFEC Business Partner Compliance.** OCFEC Business Partners shall make every effort to assure compliance with COVID-19 related mitigation requirements. If an OCFEC Business Partner fails to comply with these COVID-19 Guidelines, the OCFEC in its sole and absolute discretion may close non-compliant event spaces, exhibitor spaces or other such rental spaces, or may cancel the event without notice and refer the matter to local law enforcement.
7. Covid-19 Release and Waiver of Liability. As consideration for being permitted to conduct event activities at the OCFEC, OCFEC Business Partners must acknowledge and agree to all COVID-19 Pandemic and related governmental orders, directives and guidelines, and forever release the 32nd District Agricultural Association, the State, California Fair Services Authority ("CFSAs"), the County, the Lessor, and any fair affiliated organization, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner's employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner's participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.
8. **Event Organization Protocols.** Each OCFEC Business Partner must submit event organization-specific COVID-19 related infection mitigation protocols and procedures for OCFEC review and approval no later than thirty (30) days before the event's scheduled move-in date. The OCFEC reserves the right to reject any protocols and procedures that are in conflict with, or are less stringent than, the COVID-19 Guidelines. If the OCFEC rejects the OCFEC Business Partner's COVID-19 related infection mitigation protocols and procedures, the OCFEC Business Partner must resubmit revised infection mitigation protocols and procedures for review no less than fifteen (15) days before the event's scheduled move-in date. If OCFEC Business Partner fails to submit the COVID-19 related infection mitigation protocols and procedures on time, the OCFEC in its sole and absolute discretion may terminate the agreement and cancel the event without notice.
9. Further Action as Necessary. The OCFEC reserves the right to modify these COVID-19 Guidelines as circumstances warrant. Specifically, the OCFEC recognizes that additional restrictions not reflected in these guidelines may be necessary to address the health and safety of certain populations depending upon their age or underlying health concerns, or otherwise to address medical issues as they arise.

I HAVE CAREFULLY READ THIS AGREEMENT EXHIBIT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A CONTRACTUAL AGREEMENT BETWEEN MYSELF AND THE 32ND DISTRICT AGRICULTURAL ASSOCIATION, THE STATE, CFSAs, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

10/21/2022
Executed on _____, 20____.

OCFEC BUSINESS PARTNER

DocuSigned by:



0AD851ABDA364C3

Signature

Address

Address

-End Exhibit E-