

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

1 of 1

**NEW**

CONTRACT #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-150-22	SLD LLC	The Original O.C. Swap Meet	Consumer Show (CON)	Parking Lot D	12/10/22-12/10/22	\$8,715.50
<del>R-151-22</del>	<del>SLD LLC</del>	<del>The Original O.C. Swap Meet</del>	<del>Consumer Show (CON)</del>	<del>Parking Lot D</del>	<del>12/17/22-12/17/22</del>	<del>\$8,715.50</del>
R-171-22	Westat, Inc.	MEC Site	Other (OTH)	Parking Lot F	12/22/22-03/16/23	\$36,540.00
R-172-22	West Coast Weenies INC	West Coast Weenies Camping	Camping (RAL)	Parking Lot G	11/14/22-01/05/23	\$2,810.00
R-173-22	Carnival Midway Attractions	CMA Camping	Camping (RAL)	Parking Lot G	11/15/22-01/03/23	\$14,270.00
R-174-22	B&C Event Management	Sugoi Saturday	Consumer Show (CON)	The Hangar	12/10/22-12/10/22	\$12,104.00
R-175-22	Fun Time Foods	Mom's Bakeshoppe Camping	Camping (RAL)	Parking Lot G	12/13/22-12/27/22	\$920.00
R-176-22	Research Design Specialists	RDS Auto Research	Research & Development (RD)	The Hangar	12/12/22-12/16/22	\$30,635.50
R-177-22	Backyard BBQ Village Inc	Backyard BBQ Camping	Camping (RAL)	Parking Lot G	11/20/22-01/03/23	\$6,455.00
R-178-22	AWM Concessions	AWM Camping	Camping (RAL)	Parking Lot G	11/23/22-01/31/23	\$2,315.00
R-002-23	Tex*us Guitar Shows, Inc.	SoCAL World Guitar Show	Consumer Show (CON)	The Hangar	01/27/23-01/30/23	\$18,354.00
R-004-23	Union of the Vietnamese Student Association Southern California	UVSA - TET Festival	Cultural Festival (CULTU)	Parking Lot I	01/22/23-01/30/23	\$154,357.50
R-047-23	SoCal Swords	SoCal Swordfight 2023	Competition/Tournament (COM)	Costa Mesa Building (#10), Santa Ana Pavilion (Parade of Products)	02/17/23-02/19/23	\$48,762.00
R-054-23	Sysco Riverside	Sysco Truck Parking	Parking (PARK)	Parking Lot G	01/01/23-04/30/23	\$33,120.00

**AMENDMENTS**

CONTRACT #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-004-23 (Amend. #1)	Union of the Vietnamese Student Association Southern California	UVSA Tet Festival	Cultural Festival (CULTU)	Los Alamitos Building (#14)	01/25/23-01/30/23	16,100.00

**RENTAL AGREEMENT**

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

**WITNESSETH:**

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

**December 10, 2022**

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

**See Exhibit A**

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

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

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

**\$8,715.50**

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

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

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

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

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

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

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

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

# EXHIBIT A

Event Information			
Event Name:	The Original O.C. Swap Meet	Contract No:	R-150-22
Contact Person:	David Sesena	Phone:	(949) 302-0355
Event Date:	12/10/2022	Hours:	9:00 AM - 3:00 PM
Admission Price:	Free Admission		
Vehicle Parking Fee:	\$10.00 General Parking	Projected Attendance:	3,500

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Saturday			
Parking Lot D	12/10/2022 06:00 AM - 09:00 AM	Move In	No Charge
Parking Lot D	12/10/2022 09:00 AM - 03:00 PM	Event	2,100.00
Parking Lot D	12/10/2022 03:00 PM - 07:00 PM	Move Out	No Charge
Total:			2,100.00

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

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

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
Barricade (Metal)	Estimate 20	20.00	EA	15.00	EA	300.00
Cable Ramp	Estimate 10	10.00	EA	15.00	EA	150.00
Dumpster	Estimate 10	10.00	EA	19.00	EA	190.00
Electrical Splitter Box	Estimate 1	1.00	EA	55.00	EA	55.00
Electrical Usage Rate	Estimate Only	1.00	EA	100.00	EVT	100.00
Forklift	Estimate 2 Hours	2.00	HR	75.00	HR	150.00
Hang Tag - 1 Day	TBD	TBD	EA	5.00	EA	TBD
Marquee Board	12/04/2022 - 12/10/2022	1.00	WK	Included		Included
Picnic Table (Rectangular & Round)	TBD	TBD	EA	15.00	EA	TBD
Portable Electronic Message Board	12/10/2022	2.00	EA	75.00	EA/DAY	150.00
Sweeper (In-House)	Estimate 4 Hours	4.00	HR	75.00	HR	300.00
<b>Total:</b>						<b>1,395.00</b>

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

# EXHIBIT A

## Event Information

### Event Sales & Services

Event Coordinator	12/10/2022 06:00AM - 04:00PM	1.00	EA	51.50	HR	515.00
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### Parking

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

Security Attendant Lead	12/10/2022 08:00AM - 03:30PM	1.00	EA	31.00	HR	232.50
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Security Attendant*	12/10/2022 08:00AM - 03:30PM	4.00	EA	26.00	HR	780.00
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*\*Security staffing subject to change based on operational needs.*

### Outside Services

Emergency Medical Services	12/10/2022 08:30AM - 03:30PM	2.00	EA	27.00	HR	378.00
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State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.00	HR	263.00	HR	263.00
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Trash Collection & Sweeping Services	Estimate Only	1.00	EA	300.00	EVT	300.00
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**Total: 4,520.50**

### Summary

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

### Payment Schedule

#### Payment Schedule

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

*Upon Signing*

\$8,715.50

**Total: \$8,715.50**

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

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

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

### ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

### CANNABIS EVENTS

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

# EXHIBIT A

## Event Information

### **CANOPIES / TENTS**

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

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

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

### **EXHIBIT V**

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

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

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

### **RECYCLING / SB 1383**

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

### **SOUND ORDINANCE**

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

### **STATE FIRE MARSHAL**

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

FORM F-31

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

AGREEMENT NO. **R-171-22**

DATE **November 3, 2022**

FAIRTIME

INTERIM **XX**

### **RENTAL AGREEMENT**

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

#### **WITNESSETH:**

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

**December 22, 2022 - March 16, 2023**

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

#### **See Exhibit A**

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

#### **MEC Site**

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

**\$36,040.00**

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

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

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

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

**Westat, Inc.**  
**1600 Research Boulevard**  
**Rockville, MD 20850**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Omar Bordatto, Director, Advance Arrangements**  
**National Health and Nutrition Examination**  
**Survey (NHANES)**

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



# EXHIBIT A

Event Information				
<b>Event Name:</b>	MEC Site	<b>Contract No:</b>	R-171-22	
<b>Contact Person:</b>	Gessi A. Rincon	<b>Phone:</b>	(240) 453-5620	
<b>Event Date:</b>	02/02/2023 - 03/13/2023	<b>Hours:</b>	Monday & Thursday: 8:30 AM - 9:30 PM Friday - Sunday: 8:30 AM - 6:00 PM	

<b>Vehicle Parking Fee:</b>	No Charge (Private Event)	<b>Projected Attendance:</b>	TBD
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Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
¼ Parking Lot F	12/22/2022 - 01/03/2023	Dark Day	3,770.00
¼ Parking Lot F	01/04/2023 - 02/01/2023	Administrator Access Only	8,410.00
¼ Parking Lot F	02/02/2023 08:30 AM - 09:30 PM	Event	290.00
¼ Parking Lot F	02/03/2023 - 02/05/2023 08:30 AM - 06:00 PM	Event	870.00
¼ Parking Lot F	02/06/2023 08:30 AM - 09:30 PM	Event	290.00
¼ Parking Lot F	02/07/2023 - 02/08/2023	Dark Day	580.00
¼ Parking Lot F	02/09/2023 08:30 AM - 09:30 PM	Event	290.00
¼ Parking Lot F	02/10/2023 - 02/12/2023 08:30 AM - 06:00 PM	Event	870.00
¼ Parking Lot F	02/13/2023 08:30 AM - 09:30 PM	Event	290.00
¼ Parking Lot F	02/14/2023 - 02/15/2023	Dark Day	580.00
¼ Parking Lot F	02/16/2023 08:30 AM - 09:30 PM	Event	290.00
¼ Parking Lot F	02/17/2023 - 02/19/2023 08:30 AM - 06:00 PM	Event	870.00
¼ Parking Lot F	02/20/2023 08:30 AM - 09:30 PM	Event	290.00
¼ Parking Lot F	02/21/2023 - 02/22/2023	Dark Day	580.00
¼ Parking Lot F	02/23/2023 08:30 AM - 09:30 PM	Event	290.00
¼ Parking Lot F	02/24/2023 - 02/26/2023 08:30 AM - 06:00 PM	Event	870.00
¼ Parking Lot F	02/27/2023 08:30 AM - 09:30 PM	Event	290.00
¼ Parking Lot F	02/28/2023 - 03/01/2023	Dark Day	580.00
¼ Parking Lot F	03/02/2023 08:30 AM - 09:30 PM	Event	290.00
¼ Parking Lot F	03/03/2023 - 03/05/2023 08:30 AM - 06:00 PM	Event	870.00
¼ Parking Lot F	03/06/2023 08:30 AM - 09:30 PM	Event	290.00
¼ Parking Lot F	03/07/2023 - 03/08/2023	Dark Day	580.00
¼ Parking Lot F	03/09/2023 08:30 AM - 09:30 PM	Event	290.00
¼ Parking Lot F	03/10/2023 - 03/12/2023 08:30 AM - 06:00 PM	Event	870.00
¼ Parking Lot F	03/13/2023 08:30 AM - 09:30 PM	Event	290.00
¼ Parking Lot F	03/14/2023 - 03/16/2023	Move Out	870.00
<b>Total:</b>			<b>24,650.00</b>

Hosting of this event in the above specified space, ¼ Parking Lot F, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.

Move out must be completed by 11:59 PM Thursday - March 16, 2023 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
Electrical Usage Rate (Move In/Move Out)	Estimate Only	1.00	EA	3,450.00	EVT	3,450.00
Electrical Usage Rate (Event Days)	Estimate Only	1.00	EA	5,850.00	EVT	5,850.00
<b>Total:</b>						<b>9,300.00</b>

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Electrician	Estimate 6 Hours	6.00	HR	65.00	HR	390.00
Plumber	Estimate 6 Hours	6.00	HR	65.00	HR	390.00

# EXHIBIT A

## Event Information

### Clean Up

Electrician	Estimate 6 Hours	6.00	HR	67.50	HR	405.00
Plumber	Estimate 6 Hours	6.00	HR	67.50	HR	405.00

**Total: 1,590.00**

### Summary

Facility Rental Total	\$24,650.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$10,890.00
Refundable Deposit	\$1,000.00

**Grand Total: \$36,540.00**

### Payment Schedule

#### Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$36,540.00

**Total: \$36,540.00**

Please Remit Payment in \*Check Only\*

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

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

### ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

### CANNABIS EVENTS

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

### BANNERS

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

### CANOPIES / TENTS

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

### DRONES

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

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

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

# EXHIBIT A

## Event Information

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

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

### **EXHIBIT V**

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

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

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

### **RECYCLING / SB 1383**

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

### **SOUND ORDINANCE**

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

### **STATE FIRE MARSHAL**

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

FORM F-31

AGREEMENT NO. **R-172-22**

REVIEWED \_\_\_\_\_

DATE **November 3, 2022**

FAIRTIME

INTERIM **XX**

APPROVED \_\_\_\_\_

### **RENTAL AGREEMENT**

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

### **WITNESSETH:**

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

**November 14, 2022 - January 5, 2023**

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

### **See Exhibit A**

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

### **West Coast Weenies Camping**

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

**\$2,810.00**

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

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

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

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

**West Coast Weenies INC**  
**31342 Trigo Trail**  
**Trabuco Canyon, CA 92679**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Nathan Marcus, CEO**

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

# EXHIBIT A

Event Information			
Event Name:	West Coast Weenies Camping	Contract No:	R-172-22
Contact Person:	Nathan Marcus	Phone:	(714) 925-4701
Event Date:	11/14/2022 - 01/05/2023	Hours:	12:00 AM - 11:59 PM Daily
Camping and Parking Fee:	See Facility Rental Fees	Projected Attendance:	6

Facility Rental Fees				
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Parking Lot G (Employee Bunkhouse/RV)	11/14/2022 - 01/05/2023 (52 Nights)	1.00 EA	45.00 EA/DAY	2,340.00
Total:				2,340.00

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

Move out must be completed by 11:59 AM Thursday - January 5, 2023 to avoid additional charges.

Estimated Equipment Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
50 Amp Drop	TBD	TBD EA	70.00 EA	TBD
Dumpster	Estimate 6	6.00 EA	19.00 EA	114.00
Total:				114.00

Reimbursable Personnel and Services Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<u>Event Operations</u>				
<u>Set Up / Event Day / Clean Up</u>				
Grounds Attendant	Estimate 6 Hours	6.00 HR	26.00 HR	156.00
Electrician	TBD	TBD HR	65.00 HR	TBD
Total:				156.00

## Summary

Facility Rental Total	\$2,340.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$270.00
Refundable Deposit	\$200.00

Grand Total: \$2,810.00

## Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$2,810.00
Total:		\$2,810.00

Please Remit Payment in \*Check Only\*

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

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

## ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

# EXHIBIT A

## Event Information

### CANNABIS EVENTS

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

### EVENT PROGRAM POLICIES AND PROCEDURES

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

### EXHIBIT V

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

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

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

### RECYCLING / SB 1383

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

### SOUND ORDINANCE

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

### STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-173-22**

REVIEWED \_\_\_\_\_

DATE **November 3, 2022**

FAIRTIME

INTERIM **XX**

APPROVED \_\_\_\_\_

### **RENTAL AGREEMENT**

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

#### **WITNESSETH:**

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

**November 15, 2022 - January 3, 2023**

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

#### **See Exhibit A**

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

#### **CMA Camping**

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

**\$14,270.00**

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



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

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

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

**Carnival Midway Attractions  
7171 Warner Avenue, B-130  
Huntington Beach, CA 92647**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Tony Guadagno, Owner**

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

# EXHIBIT A

Event Information			
Event Name:	CMA Camping	Contract No:	R-173-22
Contact Person:	Shawnee Merten	Phone:	(714) 709-7727
Event Date:	11/15/2022 - 01/03/2023	Hours:	12:00 AM - 11:59 PM Daily
Camping and Parking Fee:	See Facility Rental Fees	Projected Attendance:	20

Facility Rental Fees					
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>	
Parking Lot G (Employee Bunkhouse/RV)	11/15/2022 - 01/03/2023 (49 Nights)	6.00 EA	45.00 EA/DAY	13,230.00	
Total:				13,230.00	

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

Move out must be completed by 11:59 AM Tuesday - January 3, 2023 to avoid additional charges.

Estimated Equipment Fees					
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>	
50 Amp Drop	TBD	TBD EA	70.00 EA	TBD	
Dumpster	Estimate 12	12.00 EA	19.00 EA	228.00	
Total:				228.00	

Reimbursable Personnel and Services Fees					
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>	
<u>Event Operations</u>					
<u>Set Up / Event Day / Clean Up</u>					
Grounds Attendant	Estimate 12 Hours	12.00 HR	26.00 HR	312.00	
Electrician	TBD	TBD HR	65.00 HR	TBD	
Total:				312.00	

## Summary

Facility Rental Total	\$13,230.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$540.00
Refundable Deposit	\$500.00

Grand Total: \$14,270.00

## Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$14,270.00
Total:		\$14,270.00

Please Remit Payment in \*Check Only\*

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

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

## ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

# EXHIBIT A

## Event Information

### **CANNABIS EVENTS**

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

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

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

### **EXHIBIT V**

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

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

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

### **RECYCLING / SB 1383**

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

### **SOUND ORDINANCE**

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

### **STATE FIRE MARSHAL**

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

FORM F-31

AGREEMENT NO. **R-174-22**

REVIEWED \_\_\_\_\_

DATE **November 16, 2022**

FAIRTIME

INTERIM **XX**

APPROVED \_\_\_\_\_

### **RENTAL AGREEMENT**

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

### **WITNESSETH:**

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

**December 10, 2022**

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

### **See Exhibit A**

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

### **Sugoi Saturday**

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

**\$12,104.00**

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

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

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

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

**B&C Event Management dba  
B&C Live Events  
60 Largo Street  
Laguna Niguel, CA 92677**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Brandi Lopez, Partner**

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

# EXHIBIT A

Event Information			
Event Name:	Sugoi Saturday	Contract No:	R-174-22
Contact Person:	Brandi Lopez	Phone:	(949) 228-4938
Event Date:	12/10/2022	Hours:	Saturday: 12:00 PM - 8:00 PM
Admission Price:	Free		
Vehicle Parking Fee:	\$10.00 General Parking	Projected Attendance:	3,000

Facility Rental Fee			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Saturday</b>			
The Hangar	12/10/2022 07:00 AM - 12:00 PM	Move In	No Charge
The Hangar	12/10/2022 12:00 PM - 08:00 PM	Event	3,800.00
<b>Total:</b>			<b>3,800.00</b>

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

Move out must be completed by 11:59 PM Saturday - December 10, 2022 to avoid additional charges.

Estimated Equipment Fee						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
20 Amp Drop	TBD	TBD	EA	25.00	EA	TBD
50 Amp Drop	TBD	TBD	EA	70.00	EA	TBD
Audio Mixer	TBD	TBD	EA	35.00	EA	TBD
Barricade (Plastic)	TBD	TBD	EA	15.00	EA	TBD
Chair (Individual)	TBD	TBD	EA	2.50	EA	TBD
Dumpster	Estimate 15	15.00	EA	19.00	EA	285.00
Electrical Splitter Box	TBD	TBD	EA	55.00	EA	TBD
Electrical Usage Rate	Estimate Only	1.00	EA	250.00	EVT	250.00
Forklift	TBD	TBD	HR	75.00	HR	TBD
Hang Tag - 1 Day	TBD	TBD	EA	5.00	EA	TBD
Man Lift	TBD	TBD	HR	75.00	HR	TBD
Marquee Board	12/04/2022 - 12/10/2022	1.00	WK	Included		Included
Picnic Table (Rectangular & Round)	TBD	TBD	EA	15.00	EA	TBD
Portable Electronic Message Board	12/10/2022	2.00	EA	75.00	EA/DAY	150.00
Public Address System (Per Building)	TBD	TBD	EA	75.00	EA/DAY	TBD
Scissor Lift	TBD	TBD	HR	75.00	HR	TBD
Stanchion	TBD	TBD	EA	5.00	EA	TBD
Sweeper (In-House)	Estimate 5 Hours	5.00	HR	75.00	HR	375.00
Ticket Booth (Double Window)	TBD	TBD	EA	100.00	EA	TBD
Umbrella w/Stand	TBD	TBD	EA	15.00	EA	TBD
<b>Total:</b>						<b>1,060.00</b>

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
<b>Set Up</b>						
Grounds Attendant	Estimate 8 Hours	8.00	HR	26.00	HR	208.00
Janitorial Attendant	Estimate 6 Hours	6.00	HR	26.00	HR	156.00
Electrician	Estimate 1 Hour	1.00	HR	65.00	HR	65.00
<b>Event Day</b>						
Grounds Attendant Lead	12/10/2022 11:00AM - 09:00PM	1.00	EA	31.00	HR	310.00
Grounds Attendant	12/10/2022 11:00AM - 09:00PM	1.00	EA	26.00	HR	260.00
Janitorial Attendant	12/10/2022 11:00AM - 09:00PM	2.00	EA	26.00	HR	520.00
Electrician	TBD	TBD	EA	65.00	HR	TBD

# EXHIBIT A

## Event Information

### Clean Up

Grounds Attendant Lead	Estimate 5 Hours	5.00	HR	31.00	HR	155.00
Grounds Attendant	Estimate 8 Hours	8.00	HR	26.00	HR	208.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	26.00	HR	208.00
Electrician	Estimate 1 Hour	1.00	HR	65.00	HR	65.00

### Event Sales & Services

Event Coordinator	12/10/2022 11:00AM - 09:00PM	1.00	EA	51.50	HR	515.00
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### Parking

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

### Safety & Security

Security Attendant Lead	12/10/2022 11:00AM - 08:30PM	1.00	EA	31.00	HR	294.50
Security Attendant	12/10/2022 11:00AM - 08:30PM	5.00	EA	26.00	HR	1,235.00

### Technology

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

Emergency Medical Services	12/10/2022 11:30AM - 08:30PM	2.00	EA	27.00	HR	486.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50

**Total: 5,744.00**

### Summary

Facility Rental Total	\$3,800.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$6,804.00
Refundable Deposit	\$1,500.00

**Grand Total: \$12,104.00**

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$12,104.00
<b>Total:</b>		<b>\$12,104.00</b>

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

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

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

### ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

# EXHIBIT A

## Event Information

### **CANNABIS EVENTS**

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

### **CANOPIES / TENTS**

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

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

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

### **EXHIBIT V**

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

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

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

### **RECYCLING / SB 1383**

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

### **SOUND ORDINANCE**

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

### **STATE FIRE MARSHAL**

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



FORM F-31

AGREEMENT NO. **R-175-22**

REVIEWED \_\_\_\_\_

DATE **November 30, 2022**

FAIRTIME

INTERIM **XX**

APPROVED \_\_\_\_\_

### **RENTAL AGREEMENT**

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

#### **WITNESSETH:**

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

**December 13 - 27, 2022**

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

**See Exhibit A**

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

#### **Mom's Bakeshoppe Camping**

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

**\$920.00**

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

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

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

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

**Fun Time Foods**  
**11284 Westminster Avenue, #420**  
**Garden Gove, CA 92843**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Gigi Horowitz, Owner**

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

# EXHIBIT A

Event Information				
Event Name:	Mom's Bakeshoppe Camping	Contract No:	R-175-22	
Contact Person:	Gigi Horowitz	Phone:	(714) 251-2735	
Event Date:	12/13/2022 - 12/27/2022	Hours:	12:00 AM - 11:59 PM Daily	
Camping and Parking Fee:	See Facility Rental Fees	Projected Attendance:	1	

Facility Rental Fees				
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Campground (Employee Bunkhouse/RV)	12/13/2022 - 12/27/2022 (14 Nights)	1.00 EA	45.00 EA/DAY	630.00
Total:				630.00

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

Move out must be completed by 11:59 AM Tuesday - December 27, 2022 to avoid additional charges.

Estimated Equipment Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
50 Amp Drop	TBD	TBD EA	70.00 EA	TBD
Dumpster	Estimate 2	2.00 EA	19.00 EA	38.00
Total:				38.00

Reimbursable Personnel and Services Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<u>Event Operations</u>				
Set Up / Event Day / Clean Up				
Grounds Attendant	Estimate 2 Hours	2.00 HR	26.00 HR	52.00
Electrician	TBD	TBD HR	65.00 HR	TBD
Total:				52.00

## Summary

Facility Rental Total	\$630.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$90.00
Refundable Deposit	\$200.00

Grand Total: \$920.00

## Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$920.00
Total:		\$920.00

Please Remit Payment in \*Check Only\*

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

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

## ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

# EXHIBIT A

## Event Information

### CANNABIS EVENTS

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

### EVENT PROGRAM POLICIES AND PROCEDURES

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

### EXHIBIT V

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

### OAK VIEW GROUP dba OVG HOSPITALITY

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

### RECYCLING / SB 1383

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

### SOUND ORDINANCE

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

### STATE FIRE MARSHAL

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

**RENTAL AGREEMENT**

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

**WITNESSETH:**

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

**December 12 - 16, 2022**

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

**See Exhibit A**

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

**RDS Auto Research**

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

**\$30,635.50**

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

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

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

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

**Research Design Specialists**  
**5552 Cerritos Avenue, Ste. K**  
**Cypress, CA 90630**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: **Alma Arroyo, Sr. Project Manager**

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

# EXHIBIT A

Event Information				
<b>Event Name:</b>	RDS Auto Research	<b>Contract No:</b>	R-176-22	
<b>Contact Person:</b>	Alma Arroyo	<b>Phone:</b>	(626) 315-5184	
<b>Event Date:</b>	12/13/2022 - 12/16/2022	<b>Hours:</b>	Tuesday & Wednesday: 8:00 AM - 10:00 PM Thursday & Friday: 8:00 AM - 7:00 PM	

<b>Vehicle Parking Fee:</b>	Parking Buyout ( <i>See Summary</i> )	<b>Projected Attendance:</b>	300
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Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Monday</b>			
The Hangar	12/12/2022 08:00 AM - 05:00 PM	Move In	1,900.00
<b>Tuesday</b>			
The Hangar	12/13/2022 08:00 AM - 10:00 PM	Event	3,800.00
<b>Wednesday</b>			
The Hangar	12/14/2022 08:00 AM - 10:00 PM	Event	3,800.00
<b>Thursday</b>			
The Hangar	12/15/2022 08:00 AM - 07:00 PM	Event	3,800.00
<b>Friday</b>			
The Hangar	12/16/2022 08:00 AM - 07:00 PM	Event	3,800.00
<b>Total:</b>			<b>17,100.00</b>

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

Move out must be completed by 11:59 PM Friday - December 16, 2022 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
25 MB Internet - Hard Line	12/12/2022 - 12/16/2022	1.00	EA	250.00	EA/DAY	1,250.00
100 Amp Drop	TBD	TBD	EA	180.00	EA	TBD
Dumpster	Estimate 6	6.00	EA	19.00	EA	114.00
Electrical Splitter Box	TBD	TBD	EA	55.00	EA	TBD
Electrical Usage Rate	Estimate Only	1.00	EA	1,000.00	EVT	1,000.00
Forklift	TBD	TBD	HR	75.00	HR	TBD
Gaffers Tape	Estimate 10	10.00	EA	35.00	EA	350.00
Man Lift	Estimate 2 Hours	2.00	HR	75.00	HR	150.00
Scissor Lift	TBD	TBD	HR	75.00	HR	TBD
Sweeper (In-House)	Estimate 4 Hours	4.00	HR	75.00	HR	300.00
Wireless Internet Router	Estimate 1	1.00	EA	75.00	EA	75.00
<b>Total:</b>						<b>3,239.00</b>

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	31.00	HR	248.00
Grounds Attendant	Estimate 8 Hours	8.00	HR	26.00	HR	208.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	26.00	HR	208.00
Electrician	Estimate 1 Hour	1.00	HR	65.00	HR	65.00
Event Day						
Grounds Attendant	12/13/2022 Estimate 8 Hours	8.00	HR	26.00	HR	208.00
Janitorial Attendant	12/13/2022 Estimate 16 Hours	16.00	HR	26.00	HR	416.00

# EXHIBIT A

Event Information						
Grounds Attendant	12/14/2022 Estimate 8 Hours	8.00	HR	26.00	HR	208.00
Janitorial Attendant	12/14/2022 Estimate 16 Hours	16.00	HR	26.00	HR	416.00
Grounds Attendant	12/15/2022 Estimate 8 Hours	8.00	HR	26.00	HR	208.00
Janitorial Attendant	12/15/2022 Estimate 16 Hours	16.00	HR	26.00	HR	416.00
Grounds Attendant	12/16/2022 Estimate 8 Hours	8.00	HR	26.00	HR	208.00
Janitorial Attendant	12/16/2022 Estimate 16 Hours	16.00	HR	26.00	HR	416.00
<b>Clean Up</b>						
Grounds Attendant	Estimate 16 Hours	16.00	HR	26.00	HR	416.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	26.00	HR	208.00
Electrician	Estimate 1 Hour	1.00	HR	65.00	HR	65.00
<b><u>Event Sales &amp; Services</u></b>						
Event Coordinator	12/13/2022 Estimate 4 Hours	4.00	HR	51.50	HR	206.00
Event Coordinator	12/14/2022 Estimate 4 Hours	4.00	HR	51.50	HR	206.00
Event Coordinator	12/15/2022 Estimate 4 Hours	4.00	HR	51.50	HR	206.00
Event Coordinator	12/16/2022 Estimate 4 Hours	4.00	HR	51.50	HR	206.00
<b><u>Parking</u></b>						
Parking Attendant Lead	Estimate 8 Hours	8.00	HR	31.00	HR	248.00
Parking Attendant	Estimate 16 Hours	16.00	HR	26.00	HR	416.00
<b><u>Outside Services</u></b>						
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
<b>Total:</b>						<b>5,796.50</b>

## Summary

Facility Rental Total	\$17,100.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$9,035.50
Parking Buyout ( <i>Based upon 300 vehicles at \$10.00 per vehicle, per day</i> )	\$3,000.00
Refundable Deposit	\$1,500.00
<b>Grand Total:</b>	<b>\$30,635.50</b>

## Payment Schedule

<b><u>Payment Schedule</u></b>	<b><u>Due Date</u></b>	<b><u>Amount</u></b>
First Payment	<i>Upon Signing</i>	\$30,635.50
<b>Total:</b>		<b>\$30,635.50</b>

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

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

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

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



# EXHIBIT A

## Event Information

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

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

### **CANNABIS EVENTS**

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

### **CANOPIES / TENTS**

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

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

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

### **EXHIBIT V**

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

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

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

### **RECYCLING / SB 1383**

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

### **SOUND ORDINANCE**

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

### **STATE FIRE MARSHAL**

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

FORM F-31

AGREEMENT NO. **R-177-22**

REVIEWED \_\_\_\_\_

DATE **November 18, 2022**

FAIRTIME

INTERIM **XX**

APPROVED \_\_\_\_\_

### **RENTAL AGREEMENT**

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

#### **WITNESSETH:**

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

**November 20, 2022 - January 3, 2023**

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

#### **See Exhibit A**

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

#### **Backyard BBQ Camping**

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

**\$6,455.00**

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

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

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

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

**Backyard BBQ Village Inc**  
**12127 Mall Boulevard**  
**Victorville, CA 92392**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Jose De La Cruz, Owner**

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

# EXHIBIT A

Event Information			
Event Name:	Backyard BBQ Camping	Contract No:	R-177-22
Contact Person:	Paulo Mendoza	Phone:	(714) 251-2735
Event Date:	11/20/2022 - 01/03/2023	Hours:	12:00 AM - 11:59 PM Daily
Camping and Parking Fee:	See Facility Rental Fees	Projected Attendance:	16

Facility Rental Fees						
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
Parking Lot G (Employee Bunkhouse/RV)	11/20/2022 - 11/30/2022 (10 Nights)	3.00	EA	45.00	EA/DAY	1,350.00
Parking Lot G (Employee Bunkhouse/RV)	12/01/2022 - 12/31/2022 (31 Nights)	3.00	EA	45.00	EA/DAY	4,185.00
Parking Lot G (Employee Bunkhouse/RV)	01/01/2023 - 01/03/2023 (3 Nights)	3.00	EA	45.00	EA/DAY	405.00
Total:						5,940.00

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

Move out must be completed by 11:59 AM Tuesday - January 3, 2023 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
50 Amp Drop	TBD	TBD	EA	70.00	EA	TBD
Dumpster	Estimate 7	7.00	EA	19.00	EA	133.00
Total:						133.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up / Event Day / Clean Up						
Grounds Attendant	Estimate 7 Hours	7.00	HR	26.00	HR	182.00
Electrician	TBD	TBD	HR	65.00	HR	TBD
Total:						182.00

## Summary

Facility Rental Total	\$5,940.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$315.00
Refundable Deposit	\$200.00

Grand Total: \$6,455.00

## Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$6,455.00
Total:		\$6,455.00

Please Remit Payment in \*Check Only\*

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

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

# EXHIBIT A

## Event Information

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

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

### **CANNABIS EVENTS**

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

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

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

### **EXHIBIT V**

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

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

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

### **RECYCLING / SB 1383**

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

### **SOUND ORDINANCE**

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

### **STATE FIRE MARSHAL**

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

FORM F-31

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

AGREEMENT NO. **R-178-22**

DATE **November 23, 2022**

FAIRTIME

INTERIM **XX**

### **RENTAL AGREEMENT**

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

#### **WITNESSETH:**

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

**November 23, 2022 - January 2, 2023**

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

#### **See Exhibit A**

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

#### **AWM Camping**

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

**\$2,315.00**

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

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

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

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

**AWM Concessions  
1937 North Horseman Lane  
Layton, UT 84040**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Dillon Buscay, Owner**

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

# EXHIBIT A

Event Information				
Event Name:	AWM Camping	Contract No:	R-178-22	
Contact Person:	Dillon Buscay	Phone:	(424) 303-1004	
Event Date:	11/23/2022 - 01/02/2023	Hours:	12:00 AM - 11:59 PM Daily	
Camping and Parking Fee:	See Facility Rental Fees	Projected Attendance:	2	

Facility Rental Fees				
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Parking Lot G (Employee Bunkhouse/RV)	11/23/2022 - 11/30/2022 (7 Nights)	1.00 EA	45.00 EA/DAY	315.00
Parking Lot G (Employee Bunkhouse/RV)	12/01/2022 - 12/31/2022 (31 Nights)	1.00 EA	45.00 EA/DAY	1,395.00
Parking Lot G (Employee Bunkhouse/RV)	01/01/2023 - 01/02/2023 (2 Nights)	1.00 EA	45.00 EA/DAY	90.00
<b>Total:</b>				<b>1,800.00</b>

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

Move out must be completed by 11:59 AM Monday - January 2, 2023 to avoid additional charges.

Estimated Equipment Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
50 Amp Drop	TBD	TBD EA	70.00 EA	TBD
Dumpster	Estimate 7	7.00 EA	19.00 EA	133.00
<b>Total:</b>				<b>133.00</b>

Reimbursable Personnel and Services Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Event Operations</b>				
<b>Set Up / Event Day / Clean Up</b>				
Grounds Attendant	Estimate 7 Hours	7.00 HR	26.00 HR	182.00
Electrician	TBD	TBD HR	65.00 HR	TBD
<b>Total:</b>				<b>182.00</b>

## Summary

Facility Rental Total	\$1,800.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$315.00
Refundable Deposit	\$200.00

**Grand Total: \$2,315.00**

## Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$2,315.00
<b>Total:</b>		<b>\$2,315.00</b>

Please Remit Payment in \*Check Only\*

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

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



# EXHIBIT A

## Event Information

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

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

### **CANNABIS EVENTS**

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

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

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

### **EXHIBIT V**

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

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

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

### **RECYCLING / SB 1383**

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

### **SOUND ORDINANCE**

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

### **STATE FIRE MARSHAL**

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

FORM F-31

AGREEMENT NO. **R-002-23**

REVIEWED \_\_\_\_\_

DATE **November 18, 2022**

FAIRTIME

INTERIM **XX**

APPROVED \_\_\_\_\_

### **RENTAL AGREEMENT**

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

#### **WITNESSETH:**

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

**January 27 - 30, 2023**

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

**See Exhibit A**

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

#### **SoCal World Guitar Show**

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

**\$18,354.00**

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

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

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

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

**Tex\*us Guitar Shows, Inc.**  
**P.O. Box 1000**  
**Sperry, OK 74073**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Larry Briggs, Promoter**

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

# EXHIBIT A

Event Information				
<b>Event Name:</b>	SoCAL World Guitar Show	<b>Contract No:</b>	R-002-23	
<b>Contact Person:</b>	Larry Briggs	<b>Phone:</b>	(918) 288-2222	
<b>Event Date:</b>	01/28/2023 - 01/29/2023	<b>Hours:</b>	Saturday: 10:00 AM - 5:00 PM Sunday: 10:00 AM - 4:00 PM	

<b>Admission Price:</b>	\$20.00			
<b>Vehicle Parking Fee:</b>	\$12.00 General Parking	<b>Projected Attendance:</b>	800	

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Friday</b>			
The Hangar	01/27/2023 06:00 AM - 10:00 PM	Move In	1,937.50
<b>Saturday</b>			
The Hangar	01/28/2023 10:00 AM - 05:00 PM	Event	3,875.00
<b>Sunday</b>			
The Hangar	01/29/2023 10:00 AM - 04:00 PM	Event	3,875.00
<b>Monday</b>			
The Hangar	01/30/2023 06:00 AM - 11:59 AM	Move Out	No Charge
<b>Total:</b>			<b>9,687.50</b>

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

Move out must be completed by 11:59 AM Monday - January 30, 2023 to avoid additional charges.

Estimated Equipment Fees					
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>	<u>Actual</u>
Chair (Individual)	TBD	TBD	EA	2.50 EA	TBD
Dumpster	Estimate 6	6.00	EA	20.00 EA	120.00
Electrical Splitter Box	TBD	TBD	EA	55.00 EA	TBD
Electrical Usage Rate	Estimate Only	1.00	EA	800.00 EVT	800.00
Hang Tag - 2 Day	TBD	TBD	EA	12.00 EA	TBD
Marquee Board	01/23/2023 - 01/29/2023	1.00	WK	Included	Included
Portable Electronic Message Board	01/28/2023 - 01/29/2023	2.00	EA	75.00 EA/DAY	300.00
Public Address System (Per Building)	01/28/2023 - 01/29/2023	1.00	EA	75.00 EA/DAY	150.00
Scissor Lift	TBD	TBD	HR	75.00 HR	TBD
Stanchion	Estimate 12	12.00	EA	5.00 EA	60.00
Sweeper (In-House)	Estimate 3 Hours	3.00	HR	75.00 HR	225.00
<b>Total:</b>					<b>1,655.00</b>

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant	Estimate 10 Hours	10.00	HR	27.00	HR	270.00
Janitorial Attendant	Estimate 4 Hours	4.00	HR	27.00	HR	108.00
Electrician	Estimate 1 Hour	1.00	HR	67.50	HR	67.50
Event Day						
Grounds Attendant Lead	01/28/2023 09:00AM - 06:00PM	1.00	EA	32.00	HR	288.00
Grounds Attendant	01/28/2023 09:00AM - 06:00PM	1.00	EA	27.00	HR	243.00
Janitorial Attendant	01/28/2023 09:00AM - 06:00PM	2.00	EA	27.00	HR	486.00

# EXHIBIT A

Event Information						
Grounds Attendant Lead	01/29/2023 09:00AM - 05:00PM	1.00	EA	32.00	HR	256.00
Grounds Attendant	01/29/2023 09:00AM - 05:00PM	1.00	EA	27.00	HR	216.00
Janitorial Attendant	01/29/2023 09:00AM - 05:00PM	2.00	EA	27.00	HR	432.00
<b>Clean Up</b>						
Grounds Attendant Lead	Estimate 3 Hours	3.00	HR	32.00	HR	96.00
Grounds Attendant	Estimate 8 Hours	8.00	HR	27.00	HR	216.00
Janitorial Attendant	Estimate 4 Hours	4.00	HR	27.00	HR	108.00
Electrician	Estimate 1 Hour	1.00	HR	67.50	HR	67.50
<b><u>Event Sales &amp; Services</u></b>						
Event Coordinator	01/28/2023 09:00AM - 06:00PM	1.00	EA	53.00	HR	477.00
Event Coordinator	01/29/2023 09:00AM - 05:00PM	1.00	EA	53.00	HR	424.00
<b><u>Parking</u></b>						
Parking Attendant Lead	Estimate 8 Hours	8.00	HR	32.00	HR	256.00
Parking Attendant	Estimate 16 Hours	16.00	HR	27.00	HR	432.00
<b><u>Safety &amp; Security</u></b>						
Security Attendant	01/28/2023 09:00AM - 05:30PM	2.00	EA	27.00	HR	459.00
Security Attendant	01/29/2023 09:00AM - 04:30PM	2.00	EA	27.00	HR	405.00
<b><u>Technology</u></b>						
Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00
<b><u>Outside Services</u></b>						
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
<b><u>Insurance</u></b>						
S.E.L.I. Insurance	01/28/2023 - 01/29/2023	1.00	EA	105.00	EA/DAY	210.00
<i>(Includes coverage for Move In/ Move Out period listed on Rental Agreement)</i>						

**Total: 6,011.50**

## Summary

Facility Rental Total	\$9,687.50
Estimated Equipment, Reimbursable Personnel and Services Total	\$7,666.50
Refundable Deposit	\$1,000.00

**Grand Total: \$18,354.00**

## Payment Schedule

<b><u>Payment Schedule</u></b>	<b><u>Due Date</u></b>	<b><u>Amount</u></b>
First Payment	<i>Upon Signing</i>	\$9,177.00
Second Payment	12/27/2022	\$9,177.00
<b>Total:</b>		<b>\$18,354.00</b>

**Please Remit Payment in \*Check Only\***

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

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

# EXHIBIT A

## Event Information

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

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

### **CANNABIS EVENTS**

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

### **CANOPIES / TENTS**

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

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

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

### **EXHIBIT V**

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

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

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

### **RECYCLING / SB 1383**

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

### **SOUND ORDINANCE**

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

### **STATE FIRE MARSHAL**

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

FORM F-31

REVIEWED CG 11.4.22

APPROVED \_\_\_\_\_

AGREEMENT NO. **R-004-23**

DATE **November 4, 2022**

FAIRTIME

INTERIM **XX**

### **RENTAL AGREEMENT**

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

#### **WITNESSETH:**

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

**January 22 - 30, 2023**

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

#### **See Exhibit A**

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

#### **UVSA - Tet Festival**

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

**\$154,357.50**

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

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

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

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

**Union of the Vietnamese Student Association**  
**Southern California**  
**P.O. Box 2069**  
**Westminster, CA 92648**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: **Nick Tang, Administrator**

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



# EXHIBIT A

Event Information			
<b>Event Name:</b>	UVSA - Tet Festival	<b>Contract No:</b>	R-004-23
<b>Contact Person:</b>	Nick Tang	<b>Phone:</b>	(909) 235-9095
<b>Event Date:</b>	01/27/2023 - 01/29/2023	<b>Hours:</b>	Friday: 4:00 PM - 10:00 PM Saturday: 11:00 AM - 10:00 PM Sunday: 11:00 AM - 9:00 PM

<b>Admission Price:</b>	TBD	<b>Projected Attendance:</b>	40,000
<b>Vehicle Parking Fee:</b>	\$10.00 General Parking		

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Sunday</b>			
Parking Lot I ( <i>Chalk Lot</i> )	01/22/2023 12:00 PM - 08:00 PM	Move In	No Charge
<b>Monday</b>			
Parking Lot I	01/23/2023 08:00 AM - 10:00 PM	Move In	1,075.00
<b>Tuesday</b>			
Parking Lot I	01/24/2023 08:00 AM - 10:00 PM	Move In	1,075.00
<b>Wednesday</b>			
Parking Lot I	01/25/2023 08:00 AM - 10:00 PM	Move In	1,075.00
<b>Thursday</b>			
Parking Lot I	01/26/2023 08:00 AM - 10:00 PM	Move In	1,075.00
<b>Friday</b>			
Parking Lot I	01/27/2023 04:00 PM - 10:00 PM	Event	2,150.00
<b>Saturday</b>			
Parking Lot I	01/28/2023 11:00 AM - 10:00 PM	Event	2,150.00
<b>Sunday</b>			
Parking Lot I	01/29/2023 11:00 AM - 09:00 PM	Event	2,150.00
<b>Monday</b>			
Parking Lot I	01/30/2023 07:00 AM - 11:59 AM	Move Out	No Charge
<b>Total:</b>			<b>10,750.00</b>

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

Move out must be completed by 11:59 AM Monday - January 30, 2023 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
20 Amp Drop	TBD	TBD	EA	25.00	EA	TBD
50 Amp Drop	Estimate 2	2.00	EA	70.00	EA	140.00
100 Amp Drop	TBD	TBD	EA	180.00	EA	TBD
200 Amp Drop	Estimate 4	4.00	EA	360.00	EA	1,440.00
40 Yard Dumpster	Estimate 10	10.00	EA	225.00	EA	2,250.00
Barricade (Plastic)	TBD	TBD	EA	15.00	EA	TBD
Cable Ramp	Estimate 120	120.00	EA	15.00	EA	1,800.00
Cube Tower	TBD	TBD	EA	100.00	EA	TBD
Dumpster	TBD	TBD	EA	20.00	EA	TBD
Electrical Splitter Box	Estimate 95	95.00	EA	55.00	EA	5,225.00
Electrical Usage Rate	Estimate Only	1.00	EA	3,600.00	EVT	3,600.00
Forklift	Estimate 32 Hours	32.00	HR	75.00	HR	2,400.00
Forklift (40 Yard Dumpster)	Estimate 35 Hours	35.00	HR	75.00	HR	2,625.00

# EXHIBIT A

Event Information						
Fuel Charge	TBD	TBD	EA	TBD	GAL	TBD
Gaffers Tape	Estimate 10	10.00	EA	30.00	EA	300.00
Handwashing Station	Estimate 1	1.00	EA	100.00	EA	100.00
Hang Tag - 1 Day	Estimate 1,000	1,000.00	EA	5.00	EA	5,000.00
Hang Tag - 3 Day	Estimate 500	500.00	EA	15.00	EA	7,500.00
Man Lift	TBD	TBD	HR	75.00	HR	TBD
Marquee Board	01/02/2023 - 01/29/2023	4.00	WK	Included		Included
Picnic Table (Rectangular & Round)	Estimate 75	75.00	EA	15.00	EA	1,125.00
Portable Electronic Message Board	01/27/2023 - 01/29/2023	2.00	EA	75.00	EA/DAY	450.00
Propane & Diesel	Estimate 25	25.00	EA	3.00	EA	75.00
Propane Heater	Estimate 20	20.00	EA	50.00	EA	1,000.00
Public Address System (Per Area)	01/27/2023 - 01/29/2023	2.00	EA	75.00	EA/DAY	450.00
Stanchion	TBD	TBD	EA	5.00	EA	TBD
Straw Bale (Outside Rental)	Estimate 35	35.00	EA	20.00	EA	700.00
Sweeper (In-House)	Estimate 12 Hours	12.00	HR	75.00	HR	900.00
Ticket Booth (Double Window)	Estimate 5	5.00	EA	100.00	EA	500.00
Tonnage Weight (40 Yard Dumpster)	Estimate 21 Tons	21.00	TON	86.00	TON	1,806.00
Trussing Unit	Estimate 2	2.00	EA	100.00	EA	200.00
Water Truck (Includes Water)	Estimate 5 Hours	5.00	HR	80.00	HR	400.00
Wind Master (Small)	TBD	TBD	EA	15.00	EA	TBD
Yellow Bollard	Estimate 8	8.00	EA	15.00	EA	120.00
Total:						40,106.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<b><u>Event Operations</u></b>						
<b>Set Up</b>						
Grounds Attendant Lead	Estimate 16 Hours	16.00	HR	32.00	HR	512.00
Grounds Attendant	Estimate 48 Hours	48.00	HR	27.00	HR	1,296.00
Janitorial Attendant	Estimate 36 Hours	36.00	HR	27.00	HR	972.00
Electrician	Estimate 55 Hours	55.00	HR	67.50	HR	3,712.50
Plumber	Estimate 8 Hours	8.00	HR	67.50	HR	540.00
<b>Event Day</b>						
Grounds Attendant Lead	01/27/2023 02:00PM - 12:00AM	1.00	EA	32.00	HR	320.00
Grounds Attendant	01/27/2023 02:00PM - 12:00AM	6.00	EA	27.00	HR	1,620.00
Janitorial Attendant Lead	01/27/2023 02:00PM - 12:00AM	1.00	EA	32.00	HR	320.00
Janitorial Attendant	01/27/2023 02:00PM - 12:00AM	16.00	EA	27.00	HR	4,320.00
Electrician	01/27/2023 02:00PM - 12:00AM	1.00	EA	67.50	HR	675.00
Plumber	01/27/2023 02:00PM - 12:00AM	1.00	EA	67.50	HR	675.00
Grounds Attendant Lead	01/28/2023 09:00AM - 12:00AM	1.00	EA	32.00	HR	480.00
Grounds Attendant	01/28/2023 09:00AM - 12:00AM	6.00	EA	27.00	HR	2,430.00
Janitorial Attendant Lead	01/28/2023 09:00AM - 12:00AM	1.00	EA	32.00	HR	480.00
Janitorial Attendant	01/28/2023 09:00AM - 12:00AM	16.00	EA	27.00	HR	6,480.00
Electrician	01/28/2023 09:00AM - 12:00AM	1.00	EA	67.50	HR	1,012.50
Plumber	01/28/2023 09:00AM - 12:00AM	1.00	EA	67.50	HR	1,012.50
Grounds Attendant Lead	01/29/2023 09:00AM - 11:00PM	1.00	EA	32.00	HR	448.00
Grounds Attendant	01/29/2023 09:00AM - 11:00PM	6.00	EA	27.00	HR	2,268.00
Janitorial Attendant Lead	01/29/2023 09:00AM - 11:00PM	1.00	EA	32.00	HR	448.00
Janitorial Attendant	01/29/2023 09:00AM - 11:00PM	16.00	EA	27.00	HR	6,048.00

# EXHIBIT A

Event Information						
Electrician	01/29/2023 09:00AM - 11:00PM	1.00	EA	67.50	HR	945.00
Plumber	01/29/2023 09:00AM - 11:00PM	1.00	EA	67.50	HR	945.00
Clean Up						
Grounds Attendant Lead	Estimate 16 Hours	16.00	HR	32.00	HR	512.00
Grounds Attendant	Estimate 48 Hours	48.00	HR	27.00	HR	1,296.00
Janitorial Attendant	Estimate 32 Hours	32.00	HR	27.00	HR	864.00
Electrician	Estimate 50 Hours	50.00	HR	67.50	HR	3,375.00
Plumber	Estimate 8 Hours	8.00	HR	67.50	HR	540.00
Event Sales & Services						
Event Coordinator	01/27/2023 03:00PM - 11:00PM	1.00	EA	53.00	HR	424.00
Event Coordinator	01/28/2023 10:00AM - 11:00PM	1.00	EA	53.00	HR	689.00
Event Coordinator	01/29/2023 10:00AM - 10:00PM	1.00	EA	53.00	HR	636.00
Parking						
Parking Attendant Lead	Estimate 24 Hours	24.00	HR	32.00	HR	768.00
Parking Attendant	Estimate 48 Hours	48.00	HR	27.00	HR	1,296.00
Safety & Security						
Security Attendant - Overnight	01/24/2023 05:00PM - 08:00AM	1.00	EA	27.00	HR	405.00
Security Attendant - Overnight	01/25/2023 05:00PM - 08:00AM	1.00	EA	27.00	HR	405.00
Security Attendant - Overnight	01/26/2023 05:00PM - 08:00AM	1.00	EA	27.00	HR	405.00
Security Attendant Lead	01/27/2023 03:00PM - 10:30PM	1.00	EA	32.00	HR	240.00
Security Attendant	01/27/2023 03:00PM - 10:30PM	12.00	EA	27.00	HR	2,430.00
Security Attendant - Overnight	01/27/2023 10:00PM - 09:30AM	4.00	EA	27.00	HR	1,242.00
Security Attendant Lead	01/28/2023 10:00AM - 10:30PM	1.00	EA	32.00	HR	400.00
Security Attendant	01/28/2023 10:00AM - 10:30PM	12.00	EA	27.00	HR	4,050.00
Security Attendant - Overnight	01/28/2023 10:00PM - 09:30AM	4.00	EA	27.00	HR	1,242.00
Security Attendant Lead	01/29/2023 10:00AM - 09:30PM	1.00	EA	32.00	HR	368.00
Security Attendant	01/29/2023 10:00AM - 09:30PM	12.00	EA	27.00	HR	3,726.00
Security Attendant - Overnight	01/29/2023 09:00PM - 09:30AM	4.00	EA	27.00	HR	1,350.00
Technology						
Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00
Outside Services						
Costa Mesa Police Department	TBD	TBD	EA	TBD	EVT	TBD
Emergency Medical Services	01/27/2023 03:30PM - 10:30PM	4.00	EA	28.00	HR	784.00
Emergency Medical Services	01/28/2023 10:30AM - 10:30PM	4.00	EA	28.00	HR	1,344.00
Emergency Medical Services	01/29/2023 10:30AM - 09:30PM	4.00	EA	28.00	HR	1,232.00
Orange County Sheriff Services	01/27/2023 Estimate Only	1.00	EA	1,800.00	EVT	1,800.00
Orange County Sheriff Services	01/28/2023 Estimate Only	1.00	EA	3,300.00	EVT	3,300.00
Orange County Sheriff Services	01/29/2023 Estimate Only	1.00	EA	3,000.00	EVT	3,000.00
Ride Inspector	Estimate Only	1.00	EA	8,000.00	EVT	8,000.00
Sound Engineer	01/27/2023 - 01/29/2023	1.00	EA	800.00	EA/DAY	2,400.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	13.00	HR	263.00	HR	3,419.00
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	3,500.00	EVT	3,500.00
Total:						93,501.50

# EXHIBIT A

## Event Information

### Summary

Facility Rental Total	\$10,750.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$133,607.50
Refundable Deposit	\$10,000.00

**Grand Total: \$154,357.50**

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	<i>Upon Signing</i>	\$10,000.00
Second Payment	11/22/2022	\$72,178.75
Third Payment	12/22/2022	\$72,178.75
<b>Total:</b>		<b>\$154,357.50</b>

Please Remit Payment in \*Check Only\*

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

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

### ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

### BANNERS

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

### CANNABIS EVENTS

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

### CANOPIES / TENTS

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

### DRONES

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

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

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

# EXHIBIT A

## Event Information

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

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

### **EXHIBIT V**

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

### **FOOD & BEVERAGE VENDOR FEE**

Union of the Vietnamese Student Association (UVSA) of Southern California agrees to pay \$250.00 per food vendor/per day (including carnival food vendors), to OVG Hospitality by no later than **Thursday - January 19, 2023**. A complete food & beverage vendor list must be provided to OVG Hospitality with submittal of associated fees.

### **FUTURE TERMS**

Terms and agreements for future UVSA - Tet Festival events are subject to change.

### **HEALTH DEPARTMENT**

Union of the Vietnamese Student Association of Southern California has agreed to be the Health Department coordinator for all vendors at the 2023 UVSA - Tet Festival event.

### **GLASS**

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

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

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

### **PEPSI BEVERAGES**

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

### **RECYCLING / SB 1383**

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

### **SOUND ORDINANCE**

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

# EXHIBIT A

## Event Information

### **STATE FIRE MARSHAL**

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

### **TEMPORARY STRUCTURES**

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

FORM F-31

REVIEWED CG 11.3.22

APPROVED \_\_\_\_\_

AGREEMENT NO. **R-047-23**

DATE **November 3, 2022**

FAIRTIME

INTERIM **XX**

### **RENTAL AGREEMENT**

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

#### **WITNESSETH:**

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

**February 17 - 19, 2023**

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

**See Exhibit A**

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

**SoCal Swordfight 2023**

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

**\$48,762.00**

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

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

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

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

**SoCal Swords**  
**3518 West Lake Center Drive, Suite C**  
**Santa Ana, CA 92704**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Chris Ponzillo, Managing Director**  
**Marketing and Promotions**

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



# EXHIBIT A

Event Information			
Event Name:	SoCal Swordfight 2023	Contract No:	R-047-23
Contact Person:	Chris Ponzillo	Phone:	(714) 614-2646
Event Date:	02/17/2023 - 02/19/2023	Hours:	Friday: 7:00 AM - 10:00 PM Saturday: 7:00 AM - 10:00 PM Sunday: 7:00 AM - 8:00 PM
Admission Price:	Adult \$20.00		
Vehicle Parking Fee:	\$10.00 General Parking	Projected Attendance:	1,000

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday			
Costa Mesa Building (#10)	02/17/2023 05:00 AM - 07:00 AM	Move In	No Charge
Santa Ana Pavilion (Parade of Products)	02/17/2023 05:00 AM - 07:00 AM	Move In	No Charge
Costa Mesa Building (#10)	02/17/2023 07:00 AM - 10:00 PM	Event	4,675.00
Santa Ana Pavilion (Parade of Products)	02/17/2023 07:00 AM - 10:00 PM	Event	2,275.00
Saturday			
Costa Mesa Building (#10)	02/18/2023 07:00 AM - 10:00 PM	Event	4,675.00
Santa Ana Pavilion (Parade of Products)	02/18/2023 07:00 AM - 10:00 PM	Event	2,275.00
Sunday			
Costa Mesa Building (#10)	02/19/2023 07:00 AM - 08:00 PM	Event	4,675.00
Santa Ana Pavilion (Parade of Products)	02/19/2023 07:00 AM - 08:00 PM	Event	2,275.00
Total:			20,850.00

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

**Move out must be completed by 11:59 PM Sunday - February 19, 2023 to avoid additional charges.**

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
Bleacher (75 Seat Section)	Estimate 3	3.00	EA	200.00	EA	600.00
Chair (Individual)	Estimate 50	50.00	EA	2.50	EA	125.00
Dumpster	Estimate 10	10.00	EA	20.00	EA	200.00
Electrical Splitter Box	Estimate 6	6.00	EA	55.00	EA	330.00
Electrical Usage Rate	Estimate Only	1.00	EA	1,500.00	EVT	1,500.00
Forklift	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
Hang Tag - 3 Day	Estimate 15	15.00	EA	15.00	EA	225.00
Man Lift	Estimate 2 Hours	2.00	HR	75.00	HR	150.00
Marquee Board	02/13/2023 - 02/19/2023	1.00	WK	Included		Included
Picnic Table (Rectangular & Round)	TBD	TBD	EA	15.00	EA	TBD
Portable Electronic Message Board	02/17/2023 - 02/19/2023	2.00	EA	75.00	EA/DAY	450.00
Public Address System (Per Building)	02/17/2023 - 02/19/2023	1.00	EA	75.00	EA/DAY	225.00
Stanchion	TBD	TBD	EA	5.00	EA	TBD
Sweeper (In-House)	Estimate 8 Hours	8.00	HR	75.00	HR	600.00
<b>Total:</b>						<b>4,630.00</b>

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant	Estimate 10 Hours	10.00	HR	27.00	HR	270.00
Janitorial Attendant	Estimate 10 Hours	10.00	HR	27.00	HR	270.00
Electrician	Estimate 4 Hours	4.00	HR	67.50	HR	270.00

## Event Information

**Total: 21,782.00**

# EXHIBIT A

## Event Information

### Summary

Facility Rental Total	\$20,850.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$26,412.00
Refundable Deposit	\$1,500.00
<b>Grand Total:</b>	<b>\$48,762.00</b>

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment (25% Facility Fee)	<i>Upon Signing</i>	\$5,212.50
Second Payment	12/16/2022	\$21,774.75
Third Payment	01/17/2023	\$21,774.75
<b>Total:</b>		<b>\$48,762.00</b>

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

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

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

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

### ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

### CANNABIS EVENTS

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

### CANOPIES / TENTS

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

### EVENT PROGRAM POLICIES AND PROCEDURES

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

### EXHIBIT V

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

### OAK VIEW GROUP dba OVG HOSPITALITY

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

# EXHIBIT A

## Event Information

### RECYCLING / SB 1383

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

### SOUND ORDINANCE

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

### STATE FIRE MARSHAL

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

**RENTAL AGREEMENT**

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

**WITNESSETH:**

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

**January 1 - April 30, 2023**

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

**See Exhibit A**

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

**Sysco Truck Parking**

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

**\$33,120.00**

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

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

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

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

**Sysco Riverside  
15750 Meridian Parkway  
Riverside, CA 92518**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Jim Hudson, Transportation Manager**

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

## EXHIBIT "A"

<b>Event Name:</b>	Sysco Truck Parking	<b>Contract No:</b>	R-054-23
<b>Contact Person:</b>	Jim Hudson	<b>Phone:</b>	(805) 232-8141
<b>Event Dates:</b>	01/01/2023 - 04/30/2023	<b>Hours:</b>	All Day

### LOCATION(S):

Parking Lot G .....\$33,120.00 Flat

### OCFEC AGREES TO PROVIDE:

- Twenty-three (23) parking stalls in Parking Lot G, starting **January 1, 2023 through April 30, 2023.**

### RENTER AGREES:

- That parking space is for ten (10) tractor trailers, one (1) tin shed, one (1) portable generator and one (1) portable restroom.
- To provide proof of insurance by no later than **January 1, 2023.**
- To notify the District (OCFEC) of any accident that takes place during parking lot usage. **The Safety and Security Department can be reached by phone at (714) 708-1588, 24 hours a day, or they can be located at the Safety and Security Office near Gate 5 off Arlington Drive between the hours of 6:00 AM - 12:00 Midnight.**
- That loud noises are not allowed on the property at any time due to the proximity of adjacent residential housing tracks, City Hall and City services. Such sound violations can be cause for termination of Rental Agreement and removal from the premises.
- To limit vehicle speeds to no more than 10 MPH.
- That parking lot usage will be conducted in a safe manner, with consideration of other activities taking place at the OC Fair & Event Center. To ensure safety within and around your event, the District (OCFEC) may, at the expense of the Renter, construct a barrier around the perimeter of the driving portion of the event. Renter will be responsible for all further necessary precautions in and around the event.
- The portable restroom is to be supplied and maintained by Sysco Riverside.
- That no utilities or facilities will be used by Renter unless authorized by the District (OCFEC).
- That no hazardous materials of any kind will be stored in or around the trailers, sheds or drivers' vehicles.
- That trailers will not be occupied.
- That there will be nothing stored outside of the trailers at any time, nor anything stored in parking spaces when trailers are not occupying the space.
- Sysco Riverside will be advised by District (OCFEC) if there are restrictions to access of storage units during events at the OC Fair & Event Center (OCFEC). If restrictions occur District (OCFEC) will make accommodations for Sysco Riverside to access storage units.
- That District (OCFEC) is in no way responsible for the Renter's trailers or its contents.
- That the Renter does not have exclusive use of Parking Lot G.

- To accept the current space location as is. Should Renter wish to make any changes, Renter must first obtain written approval from OCFEC Management. All changes resulting in additional cost will be at Renter's expense.
- That violation of any portion of this contract, whether factual or implied, will void contract and be cause for removal from District (OCFEC) property.
- That in the event the above stated area is no longer available to Renter, District (OCFEC) reserves the right to relocate parking space.
- That damage occurring in Parking Lot G and/or of OCFEC property will be itemized and invoiced to Renter. Payment will be due prior to any new activity taking place at the OC Fair & Event Center.
- That if the Renter needs to move out prior to Sunday - April 30, 2023, Renter must give District (OCFEC) two (2) weeks notice.
- To adhere to Event Program Policies and Procedures. As specified on page 1 of this Rental Agreement, the Event Sales & Services Policies & Procedures Handbook is a part of this Agreement, and Renter agrees to abide by said Policies and Procedures. The handbook is located on the OC Fair & Event Center website, and can also be accessed at <https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf>
- To pay \$12.00 per parking stall per day; thirty-one (31) days in January, twenty-eight (28) days in February, thirty-one (31) days in March, thirty (30) days in April.

#### **Payment Schedule**

<b><u>Payment Schedule</u></b>	<b><u>Due Date</u></b>	<b><u>Amount</u></b>
First Payment	<i>Upon Signing</i>	\$8,556.00
Second Payment	02/01/2023	\$7,728.00
Third Payment	03/01/2023	\$8,556.00
Fourth Payment	04/03/2023	\$8,280.00

**Please Remit Payment in \*Check Only\***

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

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#### **CANNABIS EVENTS**

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#### **CANOPIES / TENTS**

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



## **EVENT PROGRAM POLICIES AND PROCEDURES**

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

## **EXHIBIT V**

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

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

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

## **RECYCLING / SB 1383**

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

## **SOUND ORDINANCE**

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

## **STATE FIRE MARSHAL**

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





### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	<i>Upon Signing</i>	\$10,000.00
Second Payment	11/22/2022	\$80,228.75
Third Payment	12/22/2022	\$80,228.75

**Payment Total: \$170,457.50**

Union of the Vietnamese Student Association  
Southern California  
P.O. Box 2069  
Westminster, CA 92648

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

By \_\_\_\_\_ Date: \_\_\_\_\_  
Title: Nick Tang, Administrator

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

