

**OC FAIR & EVENT CENTER
RENTAL AGREEMENTS FOR BOARD APPROVAL
JANAURY 2023**

1 of 2

NEW

CONTRACT #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-007-23	Gem Faire, Inc.	Gem Faire	Consumer Show (CON)	Costa Mesa Building (#10), Main Mall, Santa Ana Pavilion (Parade of Products)	02/22/23-02/27/23	\$61,936.00
R-013-23	Bonnier Corporation	Sand Sports Super SWAP	Consumer Show (CON)	Parking Lot I	05/19/23-05/20/23	\$11,601.00
R-016-23	Englebrecht Promotions & Events	Fight Club OC	Competition/Tournament (COM)	The Hangar	02/15/23-02/16/23	\$16,717.25
R-031-23	In-N-Out	Slave 2 Nothing Benefit Dinner	Fundraiser (FUNR)	Anaheim Building (#16), Costa Mesa Building (#10), Huntington Beach Building (#12), Los Alamitos Building (#14), Main Mall, OC Promenade (Span), Santa Ana Pavilion (Parade of Products), The Hangar	01/20/23-01/22/23	\$42,306.00
R-032-23	Herpetorama, Inc.	Repticon	Consumer Show (CON)	Huntington Beach Building (#12)	02/03/23-02/06/23	\$22,986.00
R-036-23	Costa Mesa Police Department	Costa Mesa Police Department Officer Training	Training (TRA)	Year Round Rentals	01/01/23-12/31/23	\$100.00 per day
R-037-23	Newport Beach Police Department	Newport Beach Police Department Officer Training	Training (TRA)	Year Round Rentals	01/01/23-12/31/23	\$100.00 per day
R-040-23	County of Orange Sheriff - Coroner Department	Mass Reception, Care and Shelter Site - As Required During Major Emergencies	Other (OTH)	Year Round Rentals	01/01/23-12/31/23	\$0.00
R-041-23	Orange County Farm Bureau	Farmer's Market	Other (OTH)	Year Round Rentals	01/01/23-12/31/23	\$0.00
R-045-23	Orange County Wine Society	OCWS Office Trailer	Meeting/Seminar (MEE)	Year Round Rentals	01/01/23-12/31/23	\$0.00
R-049-23	Apartment Association of Orange County	AAOC Trade Show	Consumer Show (CON)	Costa Mesa Building (#10), Huntington Beach Building (#12)	03/28/23-03/30/23	\$28,678.50
R-050-23	First Class Events	Sato Academy of Mathematics and Science Winter Formal	Prom/Formal (PRH)	The Hangar	02/04/23-02/05/23	\$17,364.50
R-051-23	FloSports	2023 FloGrappling Who's Number One	Competition/Tournament (COM)	The Hangar	02/23/23-02/26/23	\$21,751.50
R-052-23	GES	Natural Products Storage	Parking (PARK)	Parking Lot A (South), Parking Lot H	02/06/23-03/17/23	\$89,500.25
R-053-23	Ultimate Trade Shows & Events, Inc.	The 46th Annual OC Home & Garden Show	Consumer Show (CON)	Anaheim Building (#16), Los Alamitos Building (#14)	02/24/23-02/27/23	\$27,932.00

**OC FAIR & EVENT CENTER
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JANAURY 2023**

2 of 2

NEW

CONTRACT #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-055-23	Luftgekuhlt	Luftgekuhlt 8	Festival (FST)	Anaheim Building (#16), Costa Mesa Building (#10), Huntington Beach Building (#12), Los Alamitos Building (#14), Main Mall, OC Promenade (Span), Parking Lot I, Santa Ana Pavilion (Parade of Products), The Hangar	03/31/23-04/02/23	\$99,260.50
R-056-23	Vanguard University	Vanguard University Overflow Parking	Parking (PARK)	Parking Lot B	01/09/23-12/14/23	\$58,650.00
R-057-23	HSE Holdings 6 LLC dba American Consumer Show	California Bridal & Wedding Expo	Consumer Show (CON)	Costa Mesa Building (#10)	03/11/23-03/12/23	\$16,466.25
R-058-23	CALA Shows Inc.	CALA Shows Inc.	Consumer Show (CON)	Anaheim Building (#16), Los Alamitos Building (#14)	02/17/23-02/20/23	\$43,001.75
R-059-23	EVentertainment	Gran Baile Romantico	Concert (CONC)	The Hangar	02/18/23-02/19/23	\$15,607.50
R-060-23	Central Valley Pet & Reptile Expo	Central Valley Pet & Reptile Expo	Consumer Show (CON)	Anaheim Building (#16), Los Alamitos Building (#14), OC Promenade (Span)	03/24/23-03/26/23	\$39,742.00

AMENDMENTS

CONTRACT #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-048-23 (Amend. #1)	Fit Factory USA LLC	Bubble Run <i>Amended: Company name change</i>	Other (OTH)	Parking Lot A (North), Parking Lot A (South), Parking Lot H	03/24/23-03/25/23	\$24,827.50

FORM F-31

AGREEMENT NO. **R-007-23**

REVIEWED _____

DATE **December 29, 2022**

FAIRTIME

APPROVED _____

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

February 22 - 27, 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:

Gem Faire

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

\$61,936.00

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.

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

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

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

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

EXHIBIT A

Event Information			
Event Name:	Gem Faire	Contract No:	R-007-23
Contact Person:	Allen Van Volkinburgh	Phone:	(503) 252-8300
Event Date:	02/24/2023 - 02/26/2023	Hours:	Friday Wholesale: 10:00 AM - 12:00 PM Friday: 12:00 PM - 6:00 PM Saturday: 10:00 AM - 6:00 PM Sunday: 10:00 AM - 5:00 PM
Admission Price:	Adult: \$7 weekend pass (discount coupon online) Child: Under 12 Free		
Vehicle Parking Fee:	\$12.00 General Parking	Projected Attendance:	4,500

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Wednesday			
Costa Mesa Building (#10)	02/22/2023 08:00 AM - 08:00 PM	Move In	2,337.50
¼ Main Mall	02/22/2023 08:00 AM - 08:00 PM	Move In	231.25
Santa Ana Pavilion (Parade of Products)	02/22/2023 08:00 AM - 08:00 PM	Move In	1,137.50
Thursday			
Costa Mesa Building (#10)	02/23/2023 08:00 AM - 08:00 PM	Move In	2,337.50
¼ Main Mall	02/23/2023 08:00 AM - 08:00 PM	Move In	231.25
Santa Ana Pavilion (Parade of Products)	02/23/2023 08:00 AM - 08:00 PM	Move In	1,137.50
Friday			
Costa Mesa Building (#10)	02/24/2023 10:00 AM - 06:00 PM	Event	4,675.00
¼ Main Mall	02/24/2023 10:00 AM - 06:00 PM	Event	462.50
Santa Ana Pavilion (Parade of Products)	02/24/2023 10:00 AM - 06:00 PM	Event	2,275.00
Saturday			
Costa Mesa Building (#10)	02/25/2023 10:00 AM - 06:00 PM	Event	4,675.00
¼ Main Mall	02/25/2023 10:00 AM - 06:00 PM	Event	462.50
Santa Ana Pavilion (Parade of Products)	02/25/2023 10:00 AM - 06:00 PM	Event	2,275.00
Sunday			
Costa Mesa Building (#10)	02/26/2023 10:00 AM - 05:00 PM	Event	4,675.00
¼ Main Mall	02/26/2023 10:00 AM - 05:00 PM	Event	462.50
Santa Ana Pavilion (Parade of Products)	02/26/2023 10:00 AM - 05:00 PM	Event	2,275.00
Monday			
Costa Mesa Building (#10)	02/27/2023 08:00 AM - 12:00 PM	Move Out	No Charge
¼ Main Mall	02/27/2023 08:00 AM - 12:00 PM	Move Out	No Charge
Santa Ana Pavilion (Parade of Products)	02/27/2023 08:00 AM - 12:00 PM	Move Out	No Charge

Total: 29,650.00

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

Move out must be completed by 12:00 PM Monday - February 27, 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 9	9.00	EA	70.00	EA	630.00
Barricade (Metal)	Estimate 55	55.00	EA	15.00	EA	825.00
Cable Ramp	Estimate 2	2.00	EA	15.00	EA	30.00
Dumpster	Estimate 33	33.00	EA	20.00	EA	660.00
Electrical Splitter Box	Estimate 22	22.00	EA	55.00	EA	1,210.00
Electrical Usage Rate	Estimate Only	1.00	EA	3,375.00	EVT	3,375.00

EXHIBIT A

Event Information						
Forklift	Estimate 7 Hours	7.00	HR	75.00	HR	525.00
Man Lift	Estimate 8 Hours	8.00	HR	75.00	HR	600.00
Marquee Board	01/30/2023 - 02/26/2023	4.00	WK	Included		Included
Portable Electronic Message Board	02/24/2023 - 02/26/2023	2.00	EA	75.00	EA/DAY	450.00
Public Address System (Per Building)	02/24/2023 - 02/26/2023	2.00	EA	75.00	EA/DAY	450.00
Scissor Lift	Estimate 4 Hours	4.00	HR	75.00	HR	300.00
Sweeper (In-House)	Estimate 9 Hours	9.00	HR	75.00	HR	675.00
Ticket Booth (Double Window)	Estimate 1	1.00	EA	100.00	EA	100.00
Trussing Unit	Estimate 2	2.00	EA	100.00	EA	200.00
Umbrella w/Stand	TBD	TBD	EA	15.00	EA	TBD
Total:						10,030.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant	Estimate 8 Hours	8.00	HR	27.00	HR	216.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	27.00	HR	216.00
Electrician	Estimate 11 Hours	11.00	HR	67.50	HR	742.50
Event Day						
Grounds Attendant Lead	02/24/2023 09:00AM - 06:00PM	1.00	EA	32.00	HR	288.00
Grounds Attendant	02/24/2023 09:00AM - 06:00PM	2.00	EA	27.00	HR	486.00
Janitorial Attendant	02/24/2023 09:00AM - 06:00PM	2.00	EA	27.00	HR	486.00
Grounds Attendant Lead	02/25/2023 09:00AM - 06:00PM	1.00	EA	32.00	HR	288.00
Grounds Attendant	02/25/2023 09:00AM - 06:00PM	2.00	EA	27.00	HR	486.00
Janitorial Attendant	02/25/2023 09:00AM - 06:00PM	2.00	EA	27.00	HR	486.00
Grounds Attendant Lead	02/26/2023 09:00AM - 05:00PM	1.00	EA	32.00	HR	256.00
Grounds Attendant	02/26/2023 09:00AM - 05:00PM	2.00	EA	27.00	HR	432.00
Janitorial Attendant	02/26/2023 09:00AM - 05:00PM	2.00	EA	27.00	HR	432.00
Clean Up						
Grounds Attendant Lead	Estimate 5 Hours	5.00	HR	32.00	HR	160.00
Grounds Attendant	Estimate 15 Hours	15.00	HR	27.00	HR	405.00
Janitorial Attendant	Estimate 10 Hours	10.00	HR	27.00	HR	270.00
Electrician	Estimate 10 Hours	10.00	HR	67.50	HR	675.00
<u>Event Sales & Services</u>						
Event Coordinator	02/24/2023 09:00AM - 06:00PM	1.00	EA	53.00	HR	477.00
Event Coordinator	02/25/2023 09:00AM - 06:00PM	1.00	EA	53.00	HR	477.00
Event Coordinator	02/26/2023 09:00AM - 05:00PM	1.00	EA	53.00	HR	424.00
Parking						
Parking Attendant Lead	Estimate 9 Hours	9.00	HR	32.00	HR	288.00
Parking Attendant	Estimate 18 Hours	18.00	HR	27.00	HR	486.00
<u>Safety & Security</u>						
Security Attendant	02/23/2023 09:45AM - 06:00PM	4.00	EA	27.00	HR	891.00
Security Attendant - Overnight	02/23/2023 06:00PM - 07:00AM	2.00	EA	27.00	HR	702.00
Security Attendant Lead	02/24/2023 10:00AM - 06:00PM	1.00	EA	32.00	HR	256.00
Security Attendant - Daytime	02/24/2023 07:00AM - 12:00PM	2.00	EA	27.00	HR	270.00

EXHIBIT A

Event Information						
Security Attendant - Daytime	02/24/2023 10:00AM - 06:00PM	8.00	EA	27.00	HR	1,728.00
Security Attendant - Overnight	02/24/2023 06:00PM - 07:00AM	2.00	EA	27.00	HR	702.00
Security Attendant Lead	02/25/2023 10:00AM - 06:00PM	1.00	EA	32.00	HR	256.00
Security Attendant - Daytime	02/25/2023 07:00AM - 12:00PM	1.00	EA	27.00	HR	135.00
Security Attendant - Daytime	02/25/2023 10:00AM - 06:00PM	8.00	EA	27.00	HR	1,728.00
Security Attendant - Overnight	02/25/2023 06:00PM - 07:00AM	2.00	EA	27.00	HR	702.00
Security Attendant Lead	02/26/2023 10:00AM - 06:00PM	1.00	EA	32.00	HR	256.00
Security Attendant - Daytime	02/26/2023 10:00AM - 06:00PM	8.00	EA	27.00	HR	1,728.00
Security Attendant - Daytime	02/26/2023 07:00AM - 12:00PM	1.00	EA	27.00	HR	135.00
Security Attendant	02/26/2023 04:00PM - 09:00PM	4.00	EA	27.00	HR	540.00
<u>Technology</u>						
Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00
<u>Outside Services</u>						
Emergency Medical Services	02/24/2023 09:30AM - 06:30PM	2.00	EA	28.00	HR	504.00
Emergency Medical Services	02/25/2023 09:30AM - 06:30PM	2.00	EA	28.00	HR	504.00
Emergency Medical Services	02/26/2023 09:30AM - 05:30PM	2.00	EA	28.00	HR	448.00
Orange County Sheriff Services	Estimate Only	1.00	EA	1,000.00	EVT	1,000.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Total:						21,456.00

Summary

Facility Rental Total	\$29,650.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$31,486.00
Refundable Deposit	\$800.00
Grand Total:	\$61,936.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	<i>Upon Signing</i>	\$30,968.00
Second Payment	01/22/2023	\$30,968.00
Total:		\$61,936.00

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.

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, Gem Faire, Inc. must comply with request.

STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-013-23**

REVIEWED _____

DATE **December 17, 2022**

FAIRTIME

APPROVED _____

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

May 19 - 20, 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:

Sand Sports Super SWAP

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

\$11,601.00

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.

Bonnier Corporation
480 North Orlando Avenue, Suite 236
Winter Park, FL 32789

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

By: _____ Date: _____
Title: Tracy Feinsilver, Vice President
Operations

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

EXHIBIT A

Event Information				
Event Name:	Sand Sports Super SWAP	Contract No:	R-013-23	
Contact Person:	Tracy Feinsilver	Phone:	(212) 779-5576	
Event Date:	05/20/2023	Hours:	Saturday: 8:00 AM - 2:00 PM	
Admission Price:	TBD			
Vehicle Parking Fee:	\$12.00 General Parking	Projected Attendance:	1,500	

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday			
Parking Lot I	05/19/2023 06:00 AM - 03:00 PM	Move In	1,075.00
Saturday			
Parking Lot I	05/20/2023 08:00 AM - 02:00 PM	Event	2,150.00
Total:			3,225.00

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 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 4:59 PM Saturday - May 20, 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	TBD	TBD	EA	70.00	EA	TBD
Barricade (Plastic)	Estimate 30	30.00	EA	15.00	EA	450.00
Chair (Individual)	Estimate 12	12.00	EA	2.50	EA	30.00
Dumpster	Estimate 17	17.00	EA	20.00	EA	340.00
Electrical Splitter Box	TBD	TBD	EA	55.00	EA	TBD
Electrical Usage Rate	Estimate Only	1.00	EA	350.00	EVT	350.00
Folding Table (Rectangular)	Estimate 9	9.00	EA	15.00	EA	135.00
Forklift	Estimate 4 Hours	4.00	HR	75.00	HR	300.00
Marquee Board	05/14/2023 - 05/20/2023	1.00	WK	Included		Included
Portable Electronic Message Board	05/20/2023	2.00	EA	75.00	EA/DAY	150.00
Pressure Washer	Estimate 1 Hour	1.00	HR	75.00	HR	75.00
Sweeper (In-House)	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
Total:						2,055.00

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						
Janitorial Attendant	Estimate 8 Hours	8.00	HR	27.00	HR	216.00
Electrician	Estimate 1 Hour	1.00	HR	67.50	HR	67.50
Event Day						
Grounds Attendant Lead	05/20/2023 07:00AM - 03:00PM	1.00	EA	32.00	HR	256.00
Grounds Attendant	05/20/2023 07:00AM - 03:00PM	1.00	EA	27.00	HR	216.00
Janitorial Attendant	05/20/2023 07:00AM - 03:00PM	2.00	EA	27.00	HR	432.00
Clean Up						
Grounds Attendant Lead	Estimate 2 Hours	2.00	HR	32.00	HR	64.00
Grounds Attendant	Estimate 18 Hours	18.00	HR	27.00	HR	486.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	27.00	HR	216.00
Electrician	Estimate 1 Hour	1.00	HR	67.50	HR	67.50

EXHIBIT A

Event Information

Event Sales & Services

Event Coordinator	05/20/2023 07:00AM - 03:00PM	1.00	EA	53.00	HR	424.00
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Parking

Parking Attendant	Estimate 8 Hours	8.00	HR	27.00	HR	216.00
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Safety & Security

Security Attendant - Overnight	05/19/2023 09:00PM - 05:00AM	1.00	EA	27.00	HR	216.00
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Security Attendant Lead	05/20/2023 07:00AM - 02:30PM	1.00	EA	32.00	HR	240.00
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Security Attendant	05/20/2023 07:00AM - 02:30PM	7.00	EA	27.00	HR	1,417.50
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Outside Services

Emergency Medical Services	05/20/2023 07:30AM - 02:30PM	2.00	EA	28.00	HR	392.00
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State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
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Total: 5,321.00

Summary

Facility Rental Total	\$3,225.00
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Estimated Equipment, Reimbursable Personnel and Services Total	\$7,376.00
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Refundable Deposit	\$1,000.00
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Grand Total: \$11,601.00

Payment Schedule

Payment Schedule

First Payment	<u>Due Date</u>	<u>Amount</u>
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Second Payment	Upon Signing	\$5,800.50
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04/19/2023	\$5,800.50
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Total: \$11,601.00

Please Remit Payment in *Check Only*

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

EXHIBIT A

Event Information

DRONES

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

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

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT V

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

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, Bonnier Corporation must comply with request.

STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-016-23**

REVIEWED _____

DATE **January 18, 2023**

FAIRTIME

INTERIM **XX**

APPROVED _____

RENTAL AGREEMENT

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

WITNESSETH:

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

February 15 - 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:

Fight Club OC

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

\$16,717.25

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

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

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

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

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

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

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

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

EXHIBIT A

Event Information				
Event Name:	Fight Club OC	Contract No:	R-016-23	
Contact Person:	Roy Englebrecht	Phone:	(949) 235-6155	
Event Date:	02/16/2023	Hours:	Happy Hour (Baja Blues):	5:30 PM - 6:30 PM
			Doors:	6:00 PM
Admission Price:	Adult: \$40.00 - \$80.00		Event:	7:00 PM - 10:00 PM
Vehicle Parking Fee:	\$12.00 General Parking	Projected Attendance:	1,400	

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Wednesday			
The Hangar	02/15/2023 06:00 AM - 11:59 PM	Move In	550.00
Thursday			
The Hangar	02/16/2023 05:30 PM - 10:00 PM	Event	2,700.00
Total:			3,250.00

Hosting of this event in the above specified space, The Hangar, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also 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 Thursday - February 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>
25 MB Internet - Hard Line	02/16/2023	1.00	EA	250.00	EA/DAY	250.00
100 Amp Drop	Estimate 2	2.00	EA	180.00	EA	360.00
200 Amp Drop	As Needed Per Request	TBD	EA	360.00	EA	TBD
Barricade (Plastic)	Flat Rate (Delivery & Pick Up Only, No Set Up)	1.00	EA	200.00	FLAT	200.00
Bleacher (100 Seat Section)	Estimate 3	3.00	EA	200.00	EA	600.00
Cable Ramp	TBD	TBD	EA	15.00	EA	TBD
Chair (Tied)	Estimate 1,000	1,000.00	EA	2.00	EA	2,000.00
Chair (Individual)	Estimate 300	300.00	EA	1.00	EA	300.00
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	250.00	EVT	250.00
Folding Table (Rectangular)	Estimate 2	2.00	EA	15.00	EA	30.00
Forklift	Estimate 6 Hours	6.00	HR	75.00	HR	450.00
Man Lift (Banners)	Estimate 4 Hours	4.00	HR	75.00	HR	300.00
Marquee Board	02/10/2023 - 02/16/2023	1.00	WK	Included		Included
Portable Electronic Message Board	02/16/2023	2.00	EA	75.00	EA/DAY	150.00
Projector and Screen	02/16/2023	1.00	EA	1,500.00	EA/DAY	1,500.00
Scissor Lift (Production)	Estimate 2 Hours	2.00	HR	75.00	HR	150.00
Stanchion	Estimate 45	45.00	EA	1.00	EA	45.00
Sweeper (In-House)	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
Trussing Unit	TBD	TBD	EA	100.00	EA	TBD
Wireless Internet Router	Estimate 2	2.00	EA	75.00	EA	150.00
Total:						7,080.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant	Estimate 16 Hours	16.00	HR	27.00	HR	432.00
Electrician	Estimate 2 Hours	2.00	HR	67.50	HR	135.00

EXHIBIT A

Event Information

Event Day

Grounds Attendant Lead	02/16/2023 05:30PM - 10:00PM	1.00	EA	32.00	HR	144.00
Grounds Attendant	02/16/2023 05:30PM - 10:00PM	2.00	EA	27.00	HR	243.00
Janitorial Attendant	02/16/2023 05:30PM - 10:00PM	2.00	EA	27.00	HR	243.00
Electrician	02/16/2023 05:30PM - 10:00PM	1.00	EA	67.50	HR	303.75

Clean Up

Grounds Attendant Lead	Estimate 5 Hours	5.00	HR	32.00	HR	160.00
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 2 Hours	2.00	HR	67.50	HR	135.00

Event Sales & Services

Event Coordinator	02/16/2023 05:30PM - 10:00PM	1.00	EA	53.00	HR	238.50
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Parking

Parking Attendant	Estimate 4 Hours	4.00	HR	27.00	HR	108.00
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Safety & Security

Security Attendant Lead	02/16/2023 06:15PM - 10:45PM	1.00	EA	32.00	HR	144.00
Security Attendant	02/16/2023 06:15PM - 10:45PM	5.00	EA	27.00	HR	607.50
Security Attendant	02/16/2023 04:30PM - 09:00PM	2.00	EA	27.00	HR	243.00

Technology

Technology Attendant	Estimate 1 Hour	1.00	HR	53.00	HR	53.00
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Outside Services

Orange County Sheriff Services	Estimate Only	1.00	EA	1,700.00	EVT	1,700.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	225.00	EVT	225.00

Total: 5,887.25

Summary

Facility Rental Total	\$3,250.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$12,967.25
Refundable Deposit	\$500.00

Grand Total: \$16,717.25

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	02/02/2023	\$8,358.75
Second Payment	02/09/2023	\$8,358.50

Total: \$16,717.25

Please Remit Payment in *Check Only*

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

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

EXHIBIT A

Event Information

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

BOOKING PROTECTION

In an effort to ensure that no two (2) similar combative sports events take place in The Hangar in close proximity to regularly scheduled Fight Club OC shows throughout the entire 2023 Season, the OCFEC shall not book fight events with any other promoter within the two (2) week period prior and/or after scheduled Fight Club OC event dates.

CANNABIS EVENTS

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

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.

CHAIRS

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

COMPLIMENTARY PARKING PASSES

Event Producer will be provided thirty-five (35) complimentary passes and approval for a Pass List of up to sixteen (16) additional people. Complimentary Passes and Pass List together not to exceed fifty-one (51) Complimentary Parking passes. **Additional names on the Pass List, above the established limit of fifty-one (51), will be charged to the Event Producer at \$5.00 per name.**

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT V

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

FUTURE TERMS

Future terms and agreements subject to change.

OAK VIEW GROUP dba OVG HOSPITALITY

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

RECYCLING / SB 1383

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

EXHIBIT A

Event Information

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-031-23**

REVIEWED _____

DATE **January 6, 2023**

FAIRTIME

APPROVED _____

INTERIM **XX**

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **In-N-Out** 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 20 - 22, 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:

Slave 2 Nothing Benefit Dinner

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

\$42,306.00

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, wherein Association shall refund all of Renter's deposits.

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.
11. Renter and the Association shall mutually defend, indemnify and save harmless each other, 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 (collectively, "Claims") 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.

In-N-Out
4199 Campus Drive, 9th Floor
Irvine, CA 92612

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

By: _____ Date: _____
Title: Lana Decell, Events Manager

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

EXHIBIT A

Event Information			
Event Name:	Slave 2 Nothing Benefit Dinner	Contract No:	R-031-23
Contact Person:	Amanda Hastings	Phone:	(949) 372-6083
Event Date:	01/21/2023	Hours:	Saturday: 6:00 PM - 10:00 PM
Admission Price:	Private Event		
Vehicle Parking Fee:	Parking Buyout (<i>See Summary</i>)	Projected Attendance:	350

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday			
The Hangar	01/20/2023 07:00 AM - 08:00 PM	Move In	1,937.50
Saturday			
Anaheim Building (#16)	01/21/2023 06:00 PM - 10:00 PM	Event	2,575.00
Costa Mesa Building (#10)	01/21/2023 06:00 PM - 10:00 PM	Event	4,675.00
Huntington Beach Building (#12)	01/21/2023 06:00 PM - 10:00 PM	Event	3,675.00
Los Alamitos Building (#14)	01/21/2023 06:00 PM - 10:00 PM	Event	3,275.00
Main Mall	01/21/2023 06:00 PM - 10:00 PM	Event	1,850.00
OC Promenade (Span)	01/21/2023 06:00 PM - 10:00 PM	Event	2,575.00
Santa Ana Pavilion (Parade of Products)	01/21/2023 06:00 PM - 10:00 PM	Event	2,275.00
The Hangar	01/21/2023 06:00 PM - 10:00 PM	Event	3,875.00
Sunday			
The Hangar	01/22/2023 07:00 AM - 11:59 PM	Move Out	No Charge

Total: 26,712.50

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

Move out must be completed by 11:59 PM Sunday - January 22, 2023 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	01/21/2023	1.00	EA	250.00	EA/DAY	250.00
100 Amp Drop	TBD	TBD	EA	180.00	EA	TBD
Dumpster	Estimate 15	15.00	EA	20.00	EA	300.00
Electrical Splitter Box	Estimate 2	2.00	EA	55.00	EA	110.00
Electrical Usage Rate	Estimate Only	1.00	EA	500.00	EVT	500.00
Forklift	TBD	TBD	HR	75.00	HR	TBD
Man Lift (Banners)	Estimate 8 Hours	8.00	HR	75.00	HR	600.00
Projector (12,000 Lumens)	Estimate 1	1.00	EA	3,000.00	EA	3,000.00
Projector Screen in Hangar	Estimate 1	1.00	EA	300.00	EA	300.00
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
Wireless Internet Router	Estimate 1	1.00	EA	75.00	EA	75.00
Total:						5,510.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	32.00	HR	256.00
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 2 Hours	2.00	HR	67.50	HR	135.00

EXHIBIT A

Event Information

Event Day

Grounds Attendant Lead	01/21/2023 05:00PM - 11:00PM	1.00	EA	32.00	HR	192.00
Grounds Attendant	01/21/2023 05:00PM - 11:00PM	2.00	EA	27.00	HR	324.00
Janitorial Attendant	01/21/2023 10:00AM - 05:00PM	2.00	EA	27.00	HR	378.00
Janitorial Attendant	01/21/2023 05:00PM - 11:00PM	3.00	EA	27.00	HR	486.00
Electrician	01/21/2023 05:00PM - 11:00PM	1.00	EA	67.50	HR	405.00

Clean Up

Grounds Attendant	Estimate 8 Hours	8.00	HR	27.00	HR	216.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	27.00	HR	216.00
Electrician	Estimate 2 Hours	2.00	HR	67.50	HR	135.00

Event Sales & Services

Event Coordinator	01/21/2023 05:00PM - 11:00PM	1.00	EA	53.00	HR	318.00
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Parking

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

Safety & Security

Security Attendant - Overnight	01/20/2023 05:00PM - 07:00AM	1.00	EA	27.00	HR	378.00
Security Attendant Lead	01/21/2023 05:00PM - 10:30PM	1.00	EA	32.00	HR	176.00
Security Attendant	01/21/2023 05:00PM - 10:30PM	4.00	EA	27.00	HR	594.00

Technology

Technology Attendant	01/21/2023 05:00PM - 11:00PM	1.00	EA	53.00	HR	318.00
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Outside Services

Sound Engineer	TBD	TBD	EA	800.00	EA/DAY	TBD
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	250.00	EVT	250.00

Total: 6,183.50

Summary

Facility Rental Total	\$26,712.50
Estimated Equipment, Reimbursable Personnel and Services Total	\$11,693.50
Parking Buyout (<i>Based upon 200 vehicles at \$12.00 per vehicle</i>)	\$2,400.00
Refundable Deposit	\$1,500.00

Grand Total: \$42,306.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	<i>Upon Signing</i>	\$42,306.00

Total: \$42,306.00

Please Remit Payment in *Check Only*

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.

DRONES

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

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

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT V

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

GLASS

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

RECYCLING / SB 1383

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

EXHIBIT A

Event Information

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

FORM F-31

REVIEWED _____

APPROVED _____

AGREEMENT NO. **R-032-23**

DATE **December 7, 2022**

FAIRTIME

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

February 3 - 6, 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:

Reption

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

\$22,986.00

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

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

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

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

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

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

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

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

EXHIBIT A

Event Information				
Event Name:	Repticon	Contract No:	R-032-23	
Contact Person:	Tina Russel	Phone:	(863) 268-4273	
Event Date:	02/04/2023 - 02/05/2023	Hours:	Saturday: 9:00 AM - 5:00 PM	
			Saturday Auction: 4:30 PM - 6:00 PM	
			Sunday: 10:00 AM - 4:00 PM	

Admission Price: TBD

Vehicle Parking Fee: \$12.00 General Parking

Projected Attendance:

2,000

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday			
Huntington Beach Building (#12)	02/03/2023 09:30 AM - 08:00 PM	Move In	1,837.50
Saturday			
Huntington Beach Building (#12)	02/04/2023 09:00 AM - 05:00 PM	Event	3,675.00
Sunday			
Huntington Beach Building (#12)	02/05/2023 10:00 AM - 04:00 PM	Event	3,675.00
Monday			
Huntington Beach Building (#12)	02/06/2023 06:00 AM - 11:59 AM	Move Out	No Charge

Total: 9,187.50

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

Move out must be completed by 11:59 AM Monday - February 6, 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	TBD	TBD	EA	70.00	EA	TBD
Cable Ramp	Estimate 7	7.00	EA	15.00	EA	105.00
Dumpster	Estimate 39	39.00	EA	20.00	EA	780.00
Electrical Splitter Box	Estimate 21	21.00	EA	55.00	EA	1,155.00
Electrical Usage Rate	Estimate Only	1.00	EA	1,000.00	EVT	1,000.00
Forklift	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
Hang Tag - 2 Day	TBD	TBD	EA	12.00	EA	TBD
Marquee Board	01/30/2023 - 02/05/2023	1.00	WK	Included		Included
Portable Electronic Message Board	02/04/2023 - 02/05/2023	2.00	EA	75.00	EA/DAY	300.00
Public Address System (Per Building)	02/04/2023 - 02/05/2023	1.00	EA	75.00	EA/DAY	150.00
Scissor Lift	Estimate 6 Hours	6.00	HR	75.00	HR	450.00
Sweeper (In-House)	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
Total:						4,390.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	32.00	HR	256.00
Grounds Attendant	Estimate 12 Hours	12.00	HR	27.00	HR	324.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	27.00	HR	216.00
Electrician	Estimate 7 Hours	7.00	HR	67.50	HR	472.50
Event Day						
Grounds Attendant Lead	02/04/2023 08:00AM - 06:00PM	1.00	EA	32.00	HR	320.00

EXHIBIT A

Event Information						
Grounds Attendant	02/04/2023 08:00AM - 06:00PM	1.00	EA	27.00	HR	270.00
Janitorial Attendant	02/04/2023 08:00AM - 06:00PM	2.00	EA	27.00	HR	540.00
Grounds Attendant Lead	02/05/2023 09:00AM - 05:00PM	1.00	EA	32.00	HR	256.00
Grounds Attendant	02/05/2023 09:00AM - 05:00PM	1.00	EA	27.00	HR	216.00
Janitorial Attendant	02/05/2023 09:00AM - 05:00PM	2.00	EA	27.00	HR	432.00
Clean Up						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	32.00	HR	256.00
Grounds Attendant	Estimate 8 Hours	8.00	HR	27.00	HR	216.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	27.00	HR	216.00
Electrician	Estimate 5 Hours	5.00	HR	67.50	HR	337.50
Event Sales & Services						
Event Coordinator	02/04/2023 08:00AM - 06:00PM	1.00	EA	53.00	HR	530.00
Event Coordinator	02/05/2023 09:00AM - 05:00PM	1.00	EA	53.00	HR	424.00
Parking						
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
Safety & Security						
Security Attendant	02/04/2023 07:00AM - 06:30PM	2.00	EA	27.00	HR	621.00
Security Attendant	02/05/2023 08:00AM - 04:30PM	2.00	EA	27.00	HR	459.00
Technology						
Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00
Outside Services						
Emergency Medical Services	02/04/2023 08:30AM - 05:30PM	2.00	EA	27.00	HR	486.00
Emergency Medical Services	02/05/2023 09:30AM - 04:30PM	2.00	EA	27.00	HR	378.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Total:						8,408.50
Summary						
Facility Rental Total						\$9,187.50
Estimated Equipment, Reimbursable Personnel and Services Total						\$12,798.50
Refundable Deposit						\$1,000.00
Grand Total:						\$22,986.00
Payment Schedule						
Payment Schedule			Due Date		Amount	
First Payment			Upon Signing		\$11,493.00	
Second Payment			01/03/2023		\$11,493.00	
Total:						\$22,986.00

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.

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, Herpetorama, Inc. must comply with request.

STATE FIRE MARSHAL

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

FORM F-31

REVIEWED _____

APPROVED _____

AGREEMENT NO. **R-036-23**

DATE **January 18, 2023**

FAIRTIME

INTERIM **XX**

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Costa Mesa Police Department** 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 – December 31, 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:

Costa Mesa Police Department – Officer Training

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

\$100 per day

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.

Costa Mesa Police Department
99 Fair Drive
Costa Mesa, CA 92626

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

By: _____ Date: _____
Title: Jose Torres, Officer

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

EXHIBIT "A"

Event Name:	Costa Mesa Police Department Officer Training	Contract No:	R-036-23
Contact Person:	Jose Torres, Officer	Phone:	(714) 293-0387
Event Dates:	01/01/2023 - 12/31/2023	Hours:	7:00 AM - 4:00 PM

Projected Attendance: 15

LOCATION(S):

Available Parking Lot \$125.00 Per Day

RENTER AGREES:

- That this agreement covers all officer training sessions to take place in parking lots at the OC Fair & Event Center during the 2023 calendar year.
- To contact the Event Sales & Services Department at (714) 708-1545 prior to scheduling any training sessions to ensure that the location is available.
- **That an OC Fair & Event Center written confirmation approving each date and specific location is required prior to Renter scheduling a training session. This avoids any miscommunication between Renter's attendees and the OC Fair & Event Center.**
- **To provide proof of insurance upon signing this agreement.**
- To notify the District (OCFEC) of any accident that takes place during the training. **The Safety & Traffic Department can be reached by phone at (714) 708-1588, 24 hours a day, or they can be located at the Safety & Traffic Office near Gate 5 off Arlington Drive between the hours of 6:00 AM - 12:00 Midnight.**
- To reimburse the District (OCFEC) for any out of pocket expenses related to this event/training session.
- That any and all equipment, materials and vehicles will be removed from OCFEC property after the final day of training or after each single day session.
- That alcohol brought on grounds by participants, attendees or event personnel is strictly prohibited.
- That loud noises are not allowed on the property at any time due to the proximity of adjacent residential housing tracks, City Hall and City services. Such sound violations can be cause for termination of your event/training session and removal from the premises.
- That damage occurring in the parking lot and/or of OCFEC property will be itemized and invoiced. Payment will be due prior to any new activity taking place at the OC Fair & Event Center.
- To limit speeds to no more than 40 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/training session.

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT V

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

RECYCLING / SB 1383

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

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, Costa Mesa Police Department must comply with request.**

STATE FIRE MARSHAL

Event footprint capacity will be determined by State Fire Marshal. Costa Mesa Police Department must comply with all California State Fire Codes. State Fire Marshal may require changes to event layout. If so, Costa Mesa Police Department must execute changes within the specified time frame.

FORM F-31

AGREEMENT NO. **R-037-23**

REVIEWED _____

DATE **January 18, 2023**

FAIRTIME

INTERIM **XX**

APPROVED _____

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Newport Beach Police Department** 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 – December 31, 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:

Newport Beach Police Department - Officer Training

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

\$100 per day

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.

**Newport Beach Police Department
870 Santa Barbara Drive
Newport Beach, CA 92660**

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

By: _____ Date: _____
Title: Brian Haas, Sergeant

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

EXHIBIT "A"

Event Name:	Newport Beach Police Department Officer Training	Contract No:	R-037-23
Contact Person:	Brian Haas, Sergeant	Phone:	(949) 644-3744
Event Dates:	01/01/2023 - 12/31/2023	Hours:	7:00 AM - 4:00 PM
Projected Attendance:			15

LOCATION(S):

Available Parking Lot.....\$125.00 Per Day

RENTER AGREES:

- That this agreement covers all officer training sessions to take place in parking lots at the OC Fair & Event Center during the 2023 calendar year.
- To contact the Event Sales & Services Department at (714) 708-1545 prior to scheduling any training sessions to ensure that the location is available.
- **That an OC Fair & Event Center written confirmation approving each date and specific location is required prior to Renter scheduling a training session. This avoids any miscommunication between Renter's attendees and the OC Fair & Event Center.**
- **To provide proof of insurance upon signing this agreement.**
- To notify the District (OCFEC) of any accident that takes place during the training. **The Safety & Traffic Department can be reached by phone at (714) 708-1588, 24 hours a day, or they can be located at the Safety & Traffic Office near Gate 5 off Arlington Drive between the hours of 6:00 AM - 12:00 Midnight.**
- To reimburse the District (OCFEC) for any out of pocket expenses related to this event/training session.
- That any and all equipment, materials and vehicles will be removed from OCFEC property after the final day of training or after each single day session.
- That alcohol brought on grounds by participants, attendees or event personnel is strictly prohibited.
- That loud noises are not allowed on the property at any time due to the proximity of adjacent residential housing tracks, City Hall and City services. Such sound violations can be cause for termination of your event/training session and removal from the premises.
- That damage occurring in the parking lot and/or of OCFEC property will be itemized and invoiced. Payment will be due prior to any new activity taking place at the OC Fair & Event Center.
- To limit speeds to no more than 40 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/training session.

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT V

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

RECYCLING / SB 1383

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

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, OC Beekeepers Association must comply with request.**

STATE FIRE MARSHAL

Event footprint capacity will be determined by State Fire Marshal. OC Beekeepers Association must comply with all California State Fire Codes. State Fire Marshal may require changes to event layout. If so, OC Beekeepers Association must execute changes within the specified time frame.

FORM F-31

AGREEMENT NO. **R-040-23**

REVIEWED _____

DATE **December 7, 2022**

FAIRTIME

INTERIM **XX**

APPROVED _____

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **County of Orange, Sheriff - Coroner Department** 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 - December 31, 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:

Mass Reception, Care and Shelter Site – As Required During Major Emergencies

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

Fee Waived

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.

County of Orange
Sheriff – Coroner Department
550 North Flower Street
Santa Ana, CA 92702-0449

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

By: _____ Date: _____
Title: Donald Barnes, Sheriff-Coroner

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

EXHIBIT A

Event Information			
Event Name:	Mass Reception, Care and Shelter Site	Contract No:	R-040-23
Contact Person:	Donald Barnes	Phone:	(714) 628-7672
Event Date:	01/01/2023 - 12/31/2023	Hours:	12:00 AM - 11:59 PM Daily
Vehicle Parking Fee:	No Charge	Projected Attendance:	500 - 10,000
Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Anaheim Building (#16)	TBD	Shelter Site	Fee Waived
Costa Mesa Building (#10)	TBD	Shelter Site	Fee Waived
Huntington Beach Building (#12)	TBD	Shelter Site	Fee Waived
Los Alamitos Building (#14)	TBD	Shelter Site	Fee Waived
Main Mall	TBD	Shelter Site	Fee Waived
OC Promenade (The Span)	TBD	Shelter Site	Fee Waived
Parking Lot A	TBD	Shelter Site	Fee Waived
Parking Lot C	TBD	Shelter Site	Fee Waived
Parking Lot E	TBD	Shelter Site	Fee Waived
Parking Lot I	TBD	Shelter Site	Fee Waived
Santa Ana Pavilion (Parade of Products)	TBD	Shelter Site	Fee Waived
The Hangar	TBD	Shelter Site	Fee Waived

Hosting of this event in the above specified spaces, 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.

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.

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, County of Orange Sheriff - Coroner Department must comply with request.**

STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-041-23**

REVIEWED _____

DATE **December 28, 2022**

FAIRTIME

APPROVED _____

INTERIM **XX**

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Orange County Farm Bureau** 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 – December 31, 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:

Farmer's Market

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

\$336 per month

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

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

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

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

**Orange County Farm Bureau
13042 Old Myford Road
Irvine, CA 92620**

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

By: _____ Date: _____
Title: Patricia Harrison, Manager

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

EXHIBIT A

Event Information

Event Name:	Farmers Market	Contract No:	R-041-23
Contact Person:	Patricia Harrison	Phone:	(949) 422-6520
Event Dates:	01/01/2023 - 12/31/2023	Hours:	9:00 AM - 1:00 PM
		July 20 - August 10:	8:00 AM - 12:00 PM

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>
Parking Lot D	January 5, 12, 19, 26	09:00 AM - 01:00 PM Event
Parking Lot D	February 2, 9, 16, 23	09:00 AM - 01:00 PM Event
Parking Lot D	March 2, 9, 16, 23, 30	09:00 AM - 01:00 PM Event
Parking Lot D	April 6, 13, 20, 27	09:00 AM - 01:00 PM Event
Parking Lot D	May 4, 11, 18, 25	09:00 AM - 01:00 PM Event
Parking Lot D	June 1, 8, 15, 22, 29	09:00 AM - 01:00 PM Event
Parking Lot D or E**	July 6, 13	09:00 AM - 01:00 PM Event
Parking Lot D or E**	July 20, 27	08:00 AM - 12:00 PM Event
Parking Lot D or E**	August 3, 10	08:00 AM - 12:00 PM Event
Parking Lot D or E**	August 17, 24, 31	09:00 AM - 01:00 PM Event
Parking Lot D	September 7, 14, 21, 28	09:00 AM - 01:00 PM Event
Parking Lot D	October 5, 12, 19, 26	09:00 AM - 01:00 PM Event
Parking Lot D	November 2, 9, 16, 23, 30	09:00 AM - 01:00 PM Event
Parking Lot D	December 7, 14, 21, 28	09:00 AM - 01:00 PM Event

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 Market are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.

**** Due to the annual OC Fair and Pacific Amphitheatre summer concert series, the location of the Farmers Market is subject to change within 5 days' notice.**

FACILITY RENTAL FEES

Payment of \$336.00 due on the fifth (5th) day of every month.

LOCATION(S)

A portion of Parking Lot D is to be utilized. It is understood that same location may not always be available due to special events and/or construction; however, an alternate location will be made available. In the event of relocation, the OCFEC will notify Renter and it will be the Renter's responsibility to notify the farmers of such change.

OC FAIR & EVENT CENTER AGREES

- To provide traffic cones and signage during each Farmers Market event.
- To provide trash receptacles, water connections and restroom facilities.

RENTER AGREES

- That upon completion of each event day, premises including area used for public parking will be left in its original condition.
- That cost of any additional cleanup provided by OCFEC will be payable by the Orange County Farm Bureau and due upon receipt of an itemized invoice.
- To remove any signs and/or banners from OCFEC property at the end of each event day.
- That any activity other than selling certified products must be approved in writing by OCFEC Management. OCFEC Management reserves the right to disallow setup of any vendor deemed inappropriate for the Farmers Market.
- That the OCFEC retains all food and beverage concession rights.

EXHIBIT A

Event Information

- To ensure that metal poles are capped. Renter may be responsible for the cost of patching and/or repaving the parking lot if pole caps are not used. In addition, Renter may be fined if vendors do not comply.
- To provide technical assistance and advice to Centennial Farm.
- To accept current rental location "as is."
- To provide proof of insurance coverage for effective dates of this agreement by no later than January 5, 2023.
- To provide current proof of Workers' Compensation Insurance by no later than January 5, 2023.
- To pay for electricity (at cost) should it be required as well as available.

PAYMENT SCHEDULE

\$336.00 due on the fifth (5th) day of every month. A \$50.00 late fee will be added if payment is not received by the first (1st) day of the following calendar month.

Please Remit Payment in *Check Only*

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT V

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

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, Orange County Farm Bureau must comply with request.

STATE FIRE MARSHAL

Event footprint capacity will be determined by State Fire Marshal. Orange County Farm Bureau must comply with all California State Fire Codes. State Fire Marshal may require changes to event layout. If so, Orange County Farm Bureau must execute changes within the specified time frame.

FORM F-31

AGREEMENT NO. **R-045-23**

REVIEWED _____

DATE **November 23, 2022**

FAIRTIME

INTERIM **XX**

APPROVED _____

RENTAL AGREEMENT

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

WITNESSETH:

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

January 1 - December 31, 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:

Office Operations for the Orange County Wine Society

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

\$250.00 per month

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

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

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

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

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

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

By: _____ Date: _____
Title: Fran Gitsham, President

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

AGREEMENT: R-045-23
DATED: November 23, 2022
WITH: Orange County Wine Society
PHONE: (714) 708-1636

EXHIBIT "A"

DATE(S) OF EVENT: January 1, 2023 and ending December 31, 2023

BUILDING(S)/ LOCATION(S): Orange County Wine Society Office Trailer

Orange County Wine Society (OCWS) Agrees:

- To share refrigeration space in the Cellar and Building 15 with OCFEC for purpose of storing competition wines.
- To accept current rental location as is. Should Renter wish to make any additions and/or improvements, Renter must first obtain written approval from OCFEC Management. All improvements will be at Renter's expense.
- **That it is understood that the OCFEC is currently researching and developing further implementation of its property master plan. A minimum of ninety (90) days notice will be provided to the Renter by OCFEC if master plan implementation affects the existing rental location or Renter's access. If determined by OCFEC that Renter shall need to relocate to another area of the property or adjust its operation at existing location, same shall be at the sole expense of Renter.**
- That an OCFEC overnight permit is required for any equipment left overnight on OCFEC property.
- To ensure that OCWS members will not consume wine or other alcohol during setup and tear down of any OCWS events held on OCFEC property. This includes all OCWS functions, 2023 OC Fair events and/or any other times that OCWS members are engaged in on-premise labor, construction and/or operating of machinery, equipment or vehicles of any kind including personal vehicles.
- To ensure that current Proof of Workers' Compensation Insurance is on file at all times.
- To understand and inform OCWS members that parking within show areas and around buildings during year round events is **strictly prohibited**. All members **must** park in assigned parking lot areas (Parking Lot F) or as directed by OCFEC Parking Staff. OCWS members needing to unload supplies will be allowed to do so if possible, then must immediately move same vehicle to a parking area specified by OCFEC staff.
- That the dates below are subject to Limited Access or **NO ACCESS** onto OCFEC premises. **Schedule accordingly to avoid these dates. If Renter wishes to conduct any such activities, Renter must notify the OCFEC Event Sales & Services Department at (714) 708-1572 for prior approval.** OCFEC to contact Renter if any additions or deletions are made to event dates as follows:
Luftgekuhlt
 - March 31 – April 2 Luftgekuhlt 8 **NO ACCESS**
 - April 14 - 16 Imaginology Limited Access
 - May 6 - 8 OC Marathon **NO ACCESS**
 - May 24 – 26 Scottish Fest Limited Access
 - May 27 - 28 Scottish Fest **NO ACCESS**
 - July 14 - August 13 OC Fair **OC Fair identification badge or ticket is required to enter the event.**
 - September 6 - 8 Cruisin' For A Cure Limited Access
 - September 9 Cruisin' For A Cure **NO ACCESS**
 - September 12 - 14 Sand Sports Super Show Limited Access
 - September 15 - 17 Sand Sports Super Show **NO ACCESS**
 - September 22 - 24 SoCal VegFest Limited Access
**Access on September 22 - 24 approved for OCWS Office and The Courtyard. No vehicles allowed in show area, must be parked out in a designated parking lot.*
 - September 27 - 29 Moon Festival Limited Access
 - September 30 - October 1 Moon Festival **NO ACCESS**
 - October 25 - 26 Boo Ha Ha Limited Access
 - October 27 - 28 Boo Ha Ha **NO ACCESS**
- That event dates are subject to change and additional No Access/Limited Access days may be added as events are booked.
- **To successfully conduct the annual Commercial Wine Competition for the OC Fair & Event Center as follows:**
 1. Appoint a responsible party to ensure that competition is accomplished in a timely and effective manner.
 2. Arrange for an adequate off-site facility to conduct the competition, and meet requirements as follows:
 - a. Sufficient room to permit judging to be accomplished in conditions undisturbed by outside noise and interference.
 - b. Sufficient room to easily enable stewards and support staff to move large quantities of wine.

- c. Capability for washing and drying tasting glasses in a manner consistent with approved sanitation practices.
- d. Adequate security.
- e. A large area suitable for conducting the Judges' Dinner.
3. Expend necessary funds to conduct competition within the framework of approved OCWS Board of Directors annual budget. OCWS to exercise strict control over who has purchasing authority.
4. The President of OCWS, the Competition Chairperson and the Director of Judges shall serve on the Wine Steering Committee to select award-winning wines.
5. Coordinate and catalog all wine entries.
6. Provide pre-competition, on-site and post-competition computer hardware/software support.
7. Procure necessary blank form stock for wine entries, bottle labels, judging sheets and computer reports as well as any publications necessary to conduct the competition program.
8. The OCWS President shall select a Competition Chairperson. In the event that current Director of Judges is unable to continue his/her duties, he/she shall recommend a successor nominee to the OCWS Board of Directors and OCFEC for approval.
9. Provide sufficient staff and stewards to support the judging of wines.
10. Select the dinner menu for the Judges' Dinner, and assist with the selection of accompanying wines.
11. Purchase a plaque for each new judge, or a year plate for each returning judge. Purchase another plaque for judges when their existing plaque space is filled.
12. Bag and store all wines in preparation for judging.
13. Procure necessary award medals and send same to winning wineries. OCFEC will assist with the ordering of medals.
14. Have results available via digital media by Opening Day of the OC Fair.
15. Notify all wineries of their award and in conjunction with time when results are released to OCFEC Communications Department.
16. Provide OCFEC one (1) case of thirty-six (36) govino wine glasses.
17. Provide OCFEC with eight (8) bottles of red and eight (8) bottles of white award winning and non-award winning competition wines to be used for general Fair purposes as well as in gift baskets. Provide OCFEC with ten (10) cases of mixed variety wine to be used for annual conventions and/or other business related functions.
18. Abide by liability insurance and license requirements as specified in the annual Rental Agreement as well as in OCFEC Handbook sections that address Exhibitor, Concessionaire, Radio Station and Sponsorship regulations. Responsible Beverage Service Training Program/RBSTP (effective July 1, 2022) certification is required for all servers working in The Courtyard.
19. Submit Form 990 to OCFEC.
20. Provide wine for OCFEC Board of Directors dinner every night of the OC Fair. Supply the bar located at OCFEC Board of Directors dinner with two (2) cases of red wine and two (2) cases of white wine by Opening Day of the Fair. Replenish as requested before daily opening of the OC Fair.
21. Provide each OCFEC Board of Director with two (2) bottles of red wine and two (2) bottles of white wine after conclusion of the Commercial Wine Competition.
22. Work collaboratively during the OC Fair with OCFEC Sales Department to coordinate integration of sponsorship activities, signage and other materials into The Courtyard.

OC Fair & Event Center (OCFEC) agrees to support the OCWS Commercial Wine Competition program as follows:

1. Approve OCWS appointment of the Director of Judges. Appoint a minimum of five (5) people to the Wine Steering Committee, with duties that include making award selections based upon Judges' recommendations.
2. To provide an OCFEC wine competition liaison to the OCWS.
3. Assist with ordering of award medals for the competition program.
4. Encourage OCFEC Board, Wine Steering Committee and other key invited guests to attend the Judges' Dinner.
5. Provide sufficient storage space for wines as well as necessary working area for OCWS support teams in Building 15/Environmentally Controlled Cooler.
6. Assist OCWS with other administrative duties if requested.
7. Provide an adequate venue at OCFEC for OCWS to sell wine and wine products. OCFEC will not receive any rental fees or percentage payment in exchange for in-kind service provided by OCWS while conducting the wine competition.
8. Provide working credentials to member volunteers who work at The Courtyard during the OC Fair.
9. Reserve a table for ten (10) OCWS members (selected by OCWS President) to attend one (1) night at OCFEC Board of Directors dinners during the OC Fair.
10. Discuss and coordinate integration of OCFEC sponsorship agreements, activities, signage and other materials into The Courtyard throughout the OC Fair.
11. Refrigerated space for storage of competition wines to be provided on OCFEC property throughout 2023.

Both Orange County Wine Society (OCWS) and OC Fair & Event Center (OCFEC) agree that duties of the Director of Judges are as follows:

1. Work with OCWS and OCFEC to ensure a successful wine competition.
2. Ensure sufficiently qualified judges are available to serve at the wine competition.
3. Be on site and available to OCWS prior to the event in order to coordinate final details pertaining to:
 - a. Creation of the judging panels.
 - b. Verification of submitted wines and applicable entry information.
4. Be on site during wine competition, fulfilling the role of Director of Judges.
5. Serve as Chairperson of the Wine Steering Committee.
6. Assist with verifying award-winning wines.

Monthly Rent Payment Schedule:

Payment of \$250.00 is due on the fifth (5th) day of every month. A \$50.00 late fee will be added if payment is not received by the first (1st) day of the following calendar month.

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, Orange County Wine Society must comply with request.**

STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-049-23**

REVIEWED _____

DATE **December 11, 2022**

FAIRTIME

INTERIM **XX**

APPROVED _____

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Apartment Association of Orange County** 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

March 28 - 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:

AAOC Trade Show

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

\$28,728.50

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.

Apartment Association of Orange County
525 Cabrillo Park Drive, Suite 125
Santa Ana, CA 92701-5076

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

By: _____ Date: _____
Title: **David Cordero, Executive Director**

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

Event Information

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Tuesday			
Costa Mesa Building (#10)	03/28/2023 08:00 AM - 07:00 PM	Move In	2,337.50
Huntington Beach Building (#12)	03/28/2023 08:00 AM - 07:00 PM	Move In	1,837.50
Wednesday			
Costa Mesa Building (#10)	03/29/2023 08:00 AM - 07:00 PM	Move In	2,337.50
Huntington Beach Building (#12)	03/29/2023 08:00 AM - 07:00 PM	Move In	1,837.50
Thursday			
Costa Mesa Building (#10)	03/30/2023 08:30 AM - 03:00 PM	Event	4,675.00
Huntington Beach Building (#12)	03/30/2023 08:30 AM - 03:00 PM	Event	3,675.00

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

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
25 MB Internet - Hard Line	03/30/2023	1.00	EA	250.00	EA/DAY	250.00
20 Amp Drop	Estimate 2	2.00	EA	25.00	EA	50.00
50 Amp Drop	TBD	TBD	EA	70.00	EA	TBD
Audio Mixer	TBD	TBD	EA	35.00	EA	TBD
Bleachers (50 Seat Section)	Estimate 1	1.00	EA	150.00	EA	150.00
Dumpster	Estimate 17	17.00	EA	20.00	EA	340.00
Electrical Splitter Box	Estimate 3	3.00	EA	55.00	EA	165.00
Electrical Usage Rate	Estimate Only	1.00	EA	800.00	EVT	800.00
Forklift	Estimate 6 Hours	6.00	HR	75.00	HR	450.00
Hang Tag - 1 Day	Estimate 150	150.00	EA	6.00	EA	900.00
Man Lift	Estimate 4 Hours	4.00	HR	75.00	HR	300.00
Marquee Board	03/24/2023 - 03/30/2023	1.00	WK	Included		Included
Picnic Table (Rectangular & Round)	Estimate 18	18.00	EA	15.00	EA	270.00
Podium	Estimate 2	2.00	EA	25.00	EA	50.00
Portable PA System (w/ Wired Mic, Stand and 4 Speakers)	TBD	TBD	EA	300.00	EA/DAY	TBD
Portable Electronic Message Board	03/30/2023	2.00	EA	75.00	EA/DAY	150.00
Projector (1,700 Lumens)	TBD	TBD	EA	125.00	EA/DAY	TBD
Projector Screen 6' Tripod	TBD	TBD	EA	30.00	EA/DAY	TBD
Public Address System (Per Building)	03/30/2023	1.00	EA	75.00	EA/DAY	75.00
Scissor Lift	TBD	TBD	HR	75.00	HR	TBD
Sweeper (In-House)	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
Umbrella w/Stand	Estimate 18	18.00	EA	15.00	EA	270.00
Wireless Internet Router	Estimate 1	1.00	EA	75.00	EA	75.00
Wireless Microphone	Estimate 1	1.00	EA	50.00	EA	50.00
Total:						4,570.00

EXHIBIT A

Event Information Move In

<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 8 Hours	8.00 HR	27.00 HR	216.00
Electrician	Estimate 3 Hours	3.00 HR	67.50 HR	202.50
Event Day				
Grounds Attendant Lead	03/30/2023 07:30AM - 04:00PM	1.00 EA	32.00 HR	272.00
Grounds Attendant	03/30/2023 07:30AM - 04:00PM	2.00 EA	27.00 HR	459.00
Janitorial Attendant	03/30/2023 07:30AM - 04:00PM	2.00 EA	27.00 HR	459.00
Clean Up				
Grounds Attendant Lead	Estimate 8 Hours	8.00 HR	32.00 HR	256.00
Grounds Attendant	Estimate 16 Hours	16.00 HR	27.00 HR	432.00
Janitorial Attendant	Estimate 8 Hours	8.00 HR	27.00 HR	216.00
Electrician	Estimate 2 Hours	2.00 HR	67.50 HR	135.00
<u>Event Sales & Services</u>				
Event Coordinator	03/30/2023 07:30AM - 04:00PM	1.00 EA	53.00 HR	450.50
<u>Parking</u>				
Parking Attendant Lead	Estimate 14 Hours	14.00 HR	32.00 HR	448.00
Parking Attendant	Estimate 28 Hours	28.00 HR	27.00 HR	756.00
<u>Safety & Security</u>				
Security Attendant - Overnight	03/29/2023 07:00PM - 07:00AM	1.00 EA	27.00 HR	324.00
Security Attendant	03/30/2023 07:30AM - 03:30PM	3.00 EA	27.00 HR	648.00
<u>Technology</u>				
Technology Attendant	Flat Fee (Audio Configuration)	1.00 EA	100.00 EVT	100.00
<u>Outside Services</u>				
Emergency Medical Services	03/30/2023 08:00AM - 03:30PM	2.00 EA	28.00 HR	420.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50 HR	263.00 HR	394.50
Total:				6,458.50

Summary

Facility Rental Total	\$16,700.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$11,028.50
Refundable Deposit	\$1,000.00
Grand Total:	\$28,728.50

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	<i>Upon Signing</i>	\$14,364.25
Second Payment	02/28/2023	\$14,364.25

Total: \$28,728.50

Please Remit Payment in *Check Only*

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

EXHIBIT A

Event Information

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT V

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

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, Apartment Association of Orange County must comply with request.

EXHIBIT A

Event Information

STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-050-23**

REVIEWED _____

DATE **December 4, 2022**

FAIRTIME

INTERIM **XX**

APPROVED _____

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **First Class 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

February 4 - 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:

Sato Academy of Mathematics and Science Winter Formal

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

\$17,364.50

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. Both parties hereby agree to indemnify and save harmless the other party, 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.

**First Class Events
3419 Via Lido, Suite 373
Newport Beach, CA 92663**

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

By: _____ Date: _____
Title: **Hollie Keeton, CEO**

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

EXHIBIT A

Event Information				
Event Name:	Sato Academy of Mathematics and Science Winter Formal	Contract No:	R-050-23	
Contact Person:	Hollie Keeton	Phone:	(714) 401-4869	
Event Date:	02/04/2023	Hours:	7:00 PM - 11:00 PM	

Vehicle Parking Fee:	Parking Buyout (<i>See Summary</i>)	Projected Attendance:	600
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Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Saturday			
The Hangar	02/04/2023 07:00 PM - 11:00 PM	Event	3,875.00
Sunday			
The Hangar	02/05/2023 08:00 AM - 11:59 AM	Move Out	No Charge
Total:			3,875.00

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

Move out must be completed by 11:59 AM Sunday - February 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>
Barricade (Plastic)	Estimate 43	43.00	EA	15.00 EA	645.00
Dumpster	Estimate 9	9.00	EA	20.00 EA	180.00
Electrical Splitter Box	Estimate 1	1.00	EA	55.00 EA	55.00
Electrical Usage Rate	Estimate Only	1.00	EA	500.00 EVT	500.00
Forklift	Estimate 2 Hours	2.00	HR	75.00 HR	150.00
Portable Electronic Message Board	02/04/2023	2.00	EA	75.00 EA/DAY	150.00
Projector (12,000 Lumens)	02/04/2023	1.00	EA	3,000.00 EA/DAY	3,000.00
Projector Screen	02/04/2023	1.00	EA	300.00 EA/DAY	300.00
Propane	TBD	TBD	GAL	3.00 GAL	TBD
Propane Heater	TBD	TBD	EA	50.00 EA	TBD
Sweeper (In-House)	Estimate 3 Hours	3.00	HR	75.00 HR	225.00
Total:					5,205.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant	Estimate 6 Hours	6.00	HR	27.00	HR	162.00
Janitorial Attendant	Estimate 6 Hours	6.00	HR	27.00	HR	162.00
Electrician	Estimate 2 Hours	2.00	HR	67.50	HR	135.00
Event Day						
Grounds Attendant Lead	02/04/2023 06:00PM - 12:00AM	1.00	EA	32.00	HR	192.00
Grounds Attendant	02/04/2023 06:00PM - 12:00AM	2.00	EA	27.00	HR	324.00
Janitorial Attendant	02/04/2023 06:00PM - 12:00AM	3.00	EA	27.00	HR	486.00
Electrician	02/04/2023 06:00PM - 12:00AM	1.00	EA	67.50	HR	405.00
Clean Up						
Grounds Attendant Lead	Estimate 6 Hours	6.00	HR	32.00	HR	192.00
Grounds Attendant	Estimate 6 Hours	6.00	HR	27.00	HR	162.00
Janitorial Attendant	Estimate 6 Hours	6.00	HR	27.00	HR	162.00
Electrician	Estimate 2 Hours	2.00	HR	67.50	HR	135.00

EXHIBIT A

Event Information

Event Sales & Services

Event Coordinator	02/04/2023 06:00PM - 12:00AM	1.00	EA	53.00	HR	318.00
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Parking

Parking Attendant Lead	Estimate 8 Hours	8.00	HR	32.00	HR	256.00
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Parking Attendant	Estimate 16 Hours	16.00	HR	27.00	HR	432.00
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Safety & Security

Security Attendant Lead	02/04/2023 06:00PM - 11:30PM	1.00	EA	32.00	HR	176.00
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Security Attendant	02/04/2023 06:00PM - 11:30PM	6.00	EA	27.00	HR	891.00
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Outside Services

State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
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Total: 4,984.50

Summary

Facility Rental Total	\$3,875.00
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Estimated Equipment, Reimbursable Personnel and Services Total	\$10,189.50
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Parking Buyout (<i>Based upon 150 vehicles at \$12.00 per vehicle</i>)	\$1,800.00
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Refundable Deposit	\$1,500.00
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Grand Total: \$17,364.50

Payment Schedule

Payment Schedule

First Payment	<u>Due Date</u> <i>Upon Signing</i>	<u>Amount</u> \$8,682.25
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Second Payment	01/04/2023	\$8,682.25
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Total: \$17,364.50

Please Remit Payment in *Check or Credit Card Only*

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

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

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

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.

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, First Class Events must comply with request.

STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-051-23**

REVIEWED _____

DATE **December 7, 2022**

FAIRTIME

APPROVED _____

INTERIM **XX**

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **FloSports** 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 23 - 26, 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:

2023 FloGrappling Who's Number One

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

\$22,993.50

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.

FloSports
301 Congress Avenue #1500
Austin, TX 78701

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

By: _____ Date: _____
Title: **Corinne Shigemoto, Event Specialist**

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

EXHIBIT A

Event Information				
Event Name:	2023 FloGrappling Who's Number One	Contract No:	R-051-23	
Contact Person:	Corinne Shigemoto	Phone:	(737) 233-7206	
Event Date:	02/25/2023	Hours:	Saturday: 6:00 PM - 10:00 PM	

Admission Price:	TBD			
Vehicle Parking Fee:	\$12.00 General Parking	Projected Attendance:	2,000	

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Thursday			
The Hangar	02/23/2023 08:00 AM - 10:00 PM	Move In	1,937.50
Friday			
The Hangar	02/24/2023 08:00 AM - 10:00 PM	Move In	1,937.50
Saturday			
The Hangar	02/25/2023 06:00 PM - 10:00 PM	Event	3,875.00
Sunday			
The Hangar	02/26/2023 06:00 AM - 11:59 AM	Move Out	No Charge
Total:			7,750.00

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

Move out must be completed by 11:59 AM Sunday - February 26, 2023 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
Barricade (Plastic)	TBD	TBD	EA	15.00	EA	TBD
Bleacher (100 Seat Section)	Estimate 4	4.00	EA	250.00	EA	1,000.00
Bleacher (75 Seat Section)	TBD	TBD	EA	200.00	EA	TBD
Bleachers (50 Seat Section)	TBD	TBD	EA	150.00	EA	TBD
Chair (Individual)	Estimate 1,600	1,600.00	EA	2.50	EA	4,000.00
Dumpster	Estimate 8	8.00	EA	20.00	EA	160.00
Electrical Splitter Box	TBD	TBD	EA	55.00	EA	TBD
Electrical Usage Rate	Estimate Only	1.00	EA	350.00	EVT	350.00
Forklift	Estimate 6 Hours	6.00	HR	75.00	HR	450.00
Hang Tag - 1 Day	Estimate 40	40.00	EA	6.00	EA	240.00
Man Lift	TBD	TBD	HR	75.00	HR	TBD
Marquee Board	02/19/2023 - 02/25/2023	1.00	WK	Included		Included
Picnic Table (Rectangular & Round)	TBD	TBD	EA	15.00	EA	TBD
Portable Electronic Message Board	02/25/2023	2.00	EA	75.00	EA/DAY	150.00
Public Address System (Per Building)	02/25/2023	1.00	EA	75.00	EA/DAY	75.00
Stanchion	Estimate 30	30.00	EA	5.00	EA	150.00
Sweeper (In-House)	Estimate 4 Hours	4.00	HR	75.00	HR	300.00
Total:						6,875.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant	Estimate 10 Hours	10.00	HR	27.00	HR	270.00
Janitorial Attendant	Estimate 16 Hours	16.00	HR	27.00	HR	432.00
Electrician	Estimate 4 Hours	4.00	HR	67.50	HR	270.00

EXHIBIT A

Event Information						
Event Day						
Grounds Attendant Lead	02/25/2023 05:00PM - 11:00PM	1.00	EA	32.00	HR	192.00
Grounds Attendant	02/25/2023 05:00PM - 11:00PM	2.00	EA	27.00	HR	324.00
Janitorial Attendant	02/25/2023 05:00PM - 11:00PM	3.00	EA	27.00	HR	486.00
Electrician	TBD	TBD	EA	67.50	HR	TBD
Clean Up						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	32.00	HR	256.00
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 Sales & Services						
Event Coordinator	02/25/2023 05:00PM - 11:00PM	1.00	EA	53.00	HR	318.00
Parking						
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
Safety & Security						
Security Attendant Lead	02/25/2023 05:00PM - 10:30PM	1.00	EA	32.00	HR	176.00
Technology						
Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00
Outside Services						
Emergency Medical Services	02/25/2023 05:30PM - 10:30PM	4.00	EA	28.00	HR	560.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	350.00	EVT	350.00
Total:						5,626.50
Summary						
Facility Rental Total						\$7,750.00
Estimated Equipment, Reimbursable Personnel and Services Total						\$12,501.50
Refundable Deposit						\$1,500.00
Grand Total:						\$21,751.50
Payment Schedule						
Payment Schedule			Due Date		Amount	
First Payment			Upon Signing		\$10,875.75	
Second Payment			01/23/2023		\$10,875.75	
Total:						\$21,751.50

Please Remit Payment in *Check or Credit Card Only*

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

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EXHIBIT A

Event Information

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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.

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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

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SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-052-23**

REVIEWED _____

DATE **December 3, 2022**

FAIRTIME

APPROVED _____

INTERIM **XX**

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **GES** 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 6 - March 17, 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:

Natural Products Storage

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

\$98,000.25

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.
7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" "F" and "V" attached to this Agreement and incorporated by these references.
8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

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

GES
700 Lindell Road
Las Vegas, NV 89118

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

By: _____ Date: _____
Title: **Sean Maddock, Director of Operations**

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

EXHIBIT A

Event Information

Event Name:	Natural Products Storage	Contract No:	R-052-23
Contact Person:	Sean Maddock	Phone:	(616) 386-8447
Event Date:	02/09/2023 - 03/14/2023	Hours:	5:30 AM - 6:00 PM
Vehicle Parking Fee:	No Charge	Projected Attendance:	100

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Monday			
¼ Parking Lot A (South)	02/06/2023 07:00 AM - 11:59 PM	Move In	268.75
Parking Lot H	02/06/2023 07:00 AM - 11:59 PM	Move In	1,075.00
Tuesday			
¼ Parking Lot A (South)	02/07/2023 07:00 AM - 11:59 PM	Move In	268.75
Parking Lot H	02/07/2023 07:00 AM - 11:59 PM	Move In	1,075.00
Wednesday			
¼ Parking Lot A (South)	02/08/2023 07:00 AM - 11:59 PM	Move In	268.75
Parking Lot H	02/08/2023 07:00 AM - 11:59 PM	Move In	1,075.00
Thursday			
¼ Parking Lot A (South)	02/09/2023 05:30 AM - 06:00 PM	Event	537.50
Parking Lot H	02/09/2023 05:30 AM - 06:00 PM	Event	2,150.00
Friday			
¼ Parking Lot A (South)	02/10/2023 05:30 AM - 06:00 PM	Event	537.50
Parking Lot H	02/10/2023 05:30 AM - 06:00 PM	Event	2,150.00
Saturday			
¼ Parking Lot A (South)	02/11/2023 07:00 AM - 11:59 PM	Dark Day	268.75
Parking Lot H	02/11/2023 07:00 AM - 11:59 PM	Dark Day	1,075.00
Sunday			
¼ Parking Lot A (South)	02/12/2023 07:00 AM - 11:59 PM	Dark Day	268.75
Parking Lot H	02/12/2023 07:00 AM - 11:59 PM	Dark Day	1,075.00
Monday			
¼ Parking Lot A (South)	02/13/2023 05:30 AM - 06:00 PM	Event	537.50
Parking Lot H	02/13/2023 05:30 AM - 06:00 PM	Event	2,150.00
Tuesday			
¼ Parking Lot A (South)	02/14/2023 05:30 AM - 06:00 PM	Event	537.50
Parking Lot H	02/14/2023 05:30 AM - 06:00 PM	Event	2,150.00
Wednesday			
¼ Parking Lot A (South)	02/15/2023 05:30 AM - 06:00 PM	Event	537.50
Parking Lot H	02/15/2023 05:30 AM - 06:00 PM	Event	2,150.00
Thursday			
¼ Parking Lot A (South)	02/16/2023 05:30 AM - 06:00 PM	Event	537.50
Parking Lot H	02/16/2023 05:30 AM - 06:00 PM	Event	2,150.00
Friday			
¼ Parking Lot A (South)	02/17/2023 05:30 AM - 06:00 PM	Event	537.50
Parking Lot H	02/17/2023 05:30 AM - 06:00 PM	Event	2,150.00
Saturday			
¼ Parking Lot A (South)	02/18/2023 07:00 AM - 11:59 PM	Dark Day	268.75
Parking Lot H	02/18/2023 07:00 AM - 11:59 PM	Dark Day	1,075.00

EXHIBIT A

Event Information			
Sunday			
¼ Parking Lot A (South)	02/19/2023 07:00 AM - 11:59 PM	Dark Day	268.75
Parking Lot H	02/19/2023 07:00 AM - 11:59 PM	Dark Day	1,075.00
Monday			
¼ Parking Lot A (South)	02/20/2023 07:00 AM - 11:59 PM	Dark Day	268.75
Parking Lot H	02/20/2023 07:00 AM - 11:59 PM	Dark Day	1,075.00
Tuesday			
¼ Parking Lot A (South)	02/21/2023 05:30 AM - 06:00 PM	Event	537.50
Parking Lot H	02/21/2023 05:30 AM - 06:00 PM	Event	2,150.00
Wednesday			
¼ Parking Lot A (South)	02/22/2023 05:30 AM - 06:00 PM	Event	537.50
Parking Lot H	02/22/2023 05:30 AM - 06:00 PM	Event	2,150.00
Thursday			
¼ Parking Lot A (South)	02/23/2023 05:30 AM - 06:00 PM	Event	537.50
Parking Lot H	02/23/2023 05:30 AM - 06:00 PM	Event	2,150.00
Friday			
¼ Parking Lot A (South)	02/24/2023 05:30 AM - 06:00 PM	Event	537.50
Parking Lot H	02/24/2023 05:30 AM - 06:00 PM	Event	2,150.00
Saturday			
¼ Parking Lot A (South)	02/25/2023 07:00 AM - 11:59 PM	Dark Day	268.75
Parking Lot H	02/25/2023 07:00 AM - 11:59 PM	Dark Day	1,075.00
Sunday			
¼ Parking Lot A (South)	02/26/2023 07:00 AM - 11:59 PM	Dark Day	268.75
Parking Lot H	02/26/2023 07:00 AM - 11:59 PM	Dark Day	1,075.00
Monday			
¼ Parking Lot A (South)	02/27/2023 05:30 AM - 06:00 PM	Event	537.50
Parking Lot H	02/27/2023 05:30 AM - 06:00 PM	Event	2,150.00
Tuesday			
¼ Parking Lot A (South)	02/28/2023 05:30 AM - 06:00 PM	Event	537.50
Parking Lot H	02/28/2023 05:30 AM - 06:00 PM	Event	2,150.00
Wednesday			
¼ Parking Lot A (South)	03/01/2023 05:30 AM - 06:00 PM	Event	537.50
Parking Lot H	03/01/2023 05:30 AM - 06:00 PM	Event	2,150.00
Thursday			
¼ Parking Lot A (South)	03/02/2023 05:30 AM - 06:00 PM	Event	537.50
Parking Lot H	03/02/2023 05:30 AM - 06:00 PM	Event	2,150.00
Friday			
¼ Parking Lot A (South)	03/03/2023 05:30 AM - 06:00 PM	Event	537.50
Parking Lot H	03/03/2023 05:30 AM - 06:00 PM	Event	2,150.00
Saturday			
¼ Parking Lot A (South)	03/04/2023 07:00 AM - 11:59 PM	Dark Day	268.75
Parking Lot H	03/04/2023 07:00 AM - 11:59 PM	Dark Day	1,075.00
Sunday			
¼ Parking Lot A (South)	03/05/2023 07:00 AM - 11:59 PM	Dark Day	268.75
Parking Lot H	03/05/2023 07:00 AM - 11:59 PM	Dark Day	1,075.00

EXHIBIT A

Event Information

Monday

¼ Parking Lot A (South)	03/06/2023 05:30 AM - 06:00 PM	Event	537.50
Parking Lot H	03/06/2023 05:30 AM - 06:00 PM	Event	2,150.00

Tuesday

¼ Parking Lot A (South)	03/07/2023 05:30 AM - 06:00 PM	Event	537.50
Parking Lot H	03/07/2023 05:30 AM - 06:00 PM	Event	2,150.00

Wednesday

¼ Parking Lot A (South)	03/08/2023 05:30 AM - 06:00 PM	Event	537.50
Parking Lot H	03/08/2023 05:30 AM - 06:00 PM	Event	2,150.00

Thursday

¼ Parking Lot A (South)	03/09/2023 05:30 AM - 06:00 PM	Event	537.50
Parking Lot H	03/09/2023 05:30 AM - 06:00 PM	Event	2,150.00

Friday

¼ Parking Lot A (South)	03/10/2023 05:30 AM - 06:00 PM	Event	537.50
Parking Lot H	03/10/2023 05:30 AM - 06:00 PM	Event	2,150.00

Saturday

¼ Parking Lot A (South)	03/11/2023 07:00 AM - 11:59 PM	Dark Day	268.75
Parking Lot H	03/11/2023 07:00 AM - 11:59 PM	Dark Day	1,075.00

Sunday

¼ Parking Lot A (South)	03/12/2023 07:00 AM - 11:59 PM	Dark Day	268.75
Parking Lot H	03/12/2023 07:00 AM - 11:59 PM	Dark Day	1,075.00

Monday

¼ Parking Lot A (South)	03/13/2023 05:30 AM - 06:00 PM	Event	537.50
Parking Lot H	03/13/2023 05:30 AM - 06:00 PM	Event	2,150.00

Tuesday

¼ Parking Lot A (South)	03/14/2023 05:30 AM - 06:00 PM	Event	537.50
Parking Lot H	03/14/2023 05:30 AM - 06:00 PM	Event	2,150.00

Wednesday

¼ Parking Lot A (South)	03/15/2023 07:00 AM - 11:59 PM	Move Out	268.75
Parking Lot H	03/15/2023 07:00 AM - 11:59 PM	Move Out	1,075.00

Thursday

¼ Parking Lot A (South)	03/16/2023 07:00 AM - 11:59 PM	Move Out	268.75
Parking Lot H	03/16/2023 07:00 AM - 11:59 PM	Move Out	1,075.00

Friday

¼ Parking Lot A (South)	03/17/2023 07:00 AM - 11:59 PM	Move Out	268.75
Parking Lot H	03/17/2023 07:00 AM - 11:59 PM	Move Out	1,075.00

Total: 84,656.25

Hosting of this event in the above specified spaces, 1/4 Parking Lot A (South) and Parking Lot H, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also insurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.

Move out must be completed by 11:59 PM Friday - March 17, 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	Estimate Only	1.00 EA	800.00 EVT	800.00
Total:				800.00

EXHIBIT A

Event Information						
Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Sales & Services</u>						
<u>Event Day</u>	02/09/2023 - 02/10/2023					
Event Coordinator	Estimate 8 Hours	8.00	HR	53.00	HR	424.00
	02/13/2023 - 02/17/2023					
Event Coordinator	Estimate 8 Hours	8.00	HR	53.00	HR	424.00
	02/21/2023 - 02/24/2023					
Event Coordinator	Estimate 8 Hours	8.00	HR	53.00	HR	424.00
	02/27/2023 - 03/03/2023					
Event Coordinator	Estimate 8 Hours	8.00	HR	53.00	HR	424.00
	03/06/2023 - 03/10/2023					
Event Coordinator	Estimate 8 Hours	8.00	HR	53.00	HR	424.00
	03/13/2023 - 03/14/2023					
Event Coordinator	Estimate 8 Hours	8.00	HR	53.00	HR	424.00
Total:						2,544.00
Summary						
Facility Rental Total						\$84,656.25
Estimated Equipment, Reimbursable Personnel and Services Total						\$3,344.00
Refundable Deposit						\$10,000.00
Grand Total:						\$98,000.25
Payment Schedule						
<u>Payment Schedule</u>			<u>Due Date</u>		<u>Amount</u>	
First Payment			Upon Signing		\$49,000.00	
Second Payment			01/06/2023		\$49,000.25	
Total:						\$98,000.25

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.

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.

RENTER AGREES

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

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

To limit speeds to 10 MPH.

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

SECURITY

Security plan must be submitted to OCFEC Security & Traffic Department by **January 23, 2023** for review and approval. **With the exception of the Orange County Sheriffs, no armed security is allowed on-site.**

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, GES must comply with request.**

STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-053-23**

REVIEWED _____

DATE **December 18, 2022**

FAIRTIME

INTERIM **XX**

APPROVED _____

RENTAL AGREEMENT

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

WITNESSETH:

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

February 24 - 27, 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:

The 46th Annual OC Home & Garden Show

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

\$27,932.00

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

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

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

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

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

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

By: _____ Date: _____
Title: **Sylvia Andersen, Promoter**

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

Event Information

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday			
Anaheim Building (#16)	02/24/2023 08:00 AM - 05:00 PM	Move In	1,287.50
Los Alamitos Building (#14)	02/24/2023 08:00 AM - 05:00 PM	Move In	1,637.50
Saturday			
Anaheim Building (#16)	02/25/2023 10:00 AM - 06:00 PM	Event	2,575.00
Los Alamitos Building (#14)	02/25/2023 10:00 AM - 06:00 PM	Event	3,275.00
Sunday			
Anaheim Building (#16)	02/26/2023 10:00 AM - 05:00 PM	Event	2,575.00
Los Alamitos Building (#14)	02/26/2023 10:00 AM - 05:00 PM	Event	3,275.00
Monday			
Anaheim Building (#16)	02/27/2023 07:00 AM - 12:00 PM	Move Out	No Charge
Los Alamitos Building (#14)	02/27/2023 07:00 AM - 12:00 PM	Move Out	No Charge

Total: 14,625.00

Hosting of this event in the above specified spaces, Anaheim Building and Los Alamitos Building, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also 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 12:00 PM Monday - February 27, 2023 to avoid additional charges.

Description	Date-Time	Units		Rate		Actual
25 MB Internet - Hard Line	TBD	TBD	EA	250.00	EA/DAY	TBD
20 Amp Drop	TBD	TBD	EA	25.00	EA	TBD
30 Amp Drop	TBD	TBD	EA	50.00	EA	TBD
50 Amp Drop	TBD	TBD	EA	70.00	EA	TBD
Cable Ramp	TBD	TBD	EA	15.00	EA	TBD
Chair (Individual)	TBD	TBD	EA	2.50	EA	TBD
Dumpster	Estimate 8	8.00	EA	20.00	EA	160.00
Electrical Splitter Box	Estimate 4	4.00	EA	55.00	EA	220.00
Electrical Usage Rate	Estimate Only	1.00	EA	1,000.00	EVT	1,000.00
Forklift	Estimate 4 Hours	4.00	HR	75.00	HR	300.00
Hang Tag - 2 Day	TBD	TBD	EA	12.00	EA	TBD
Man Lift	Estimate 2 Hours	2.00	HR	75.00	HR	150.00
Marquee Board	02/20/2023 - 02/26/2023	1.00	WK	Included		Included
Picnic Table (Rectangular & Round)	TBD	TBD	EA	15.00	EA	TBD
Portable Electronic Message Board	02/25/2023 - 02/26/2023	2.00	EA	75.00	EA/DAY	300.00
Public Address System (Per Building)	02/25/2023 - 02/26/2023	2.00	EA	75.00	EA/DAY	300.00
Scissor Lift	Estimate 5 Hours	5.00	HR	75.00	HR	375.00
Sweeper (In-House)	Estimate 4 Hours	4.00	HR	75.00	HR	300.00
Wireless Internet Router	TBD	TBD	EA	75.00	EA	TBD
Total:						3,105.00

Event Information

able Personnel and Services Fees

Total: 8,702.00

Facility Rental Total	\$14,625.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$11,807.00
Refundable Deposit	\$1,500.00

Grand Total: \$27,932.00

EXHIBIT A

Event Information Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	<i>Upon Signing</i>	\$13,966.00
Second Payment	01/24/2023	\$13,966.00
Total:		\$27,932.00

Please Remit Payment in *Check Only*

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT V

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

RECYCLING / SB 1383

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

EXHIBIT A

Event Information

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

FORM F-31

REVIEWED _____

APPROVED _____

AGREEMENT NO. **R-055-23**

DATE **December 8, 2022**

FAIRTIME

INTERIM **XX**

RENTAL AGREEMENT

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

March 31 - April 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:

Luftgekuhlt 8

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

\$99,260.50

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. Both parties hereby agree to indemnify and save harmless the other party, 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.

Luftgekuhl
1601 North Sepulveda Boulevard #199
Manhattan Beach, CA 90266

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

By: _____ Date: _____

**Title: Lauren Wilkins, Head of Administration
& Apparel**

By: _____ Date: _____

Title: Michele A. Richards, Chief Executive Officer

EXHIBIT A

Event Information			
Event Name:	Luftgekühlt 8	Contract No:	R-055-23
Contact Person:	Erin Drummond	Phone:	(678) 939-8444
Event Date:	04/01/2023	Hours:	6:00 AM - 5:00 PM

Admission Price:	TBD		
Vehicle Parking Fee:	\$12.00 General Parking	Projected Attendance:	7,000

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday			
Anaheim Building (#16)	03/31/2023 08:00 AM - 10:00 PM	Move In	1,287.50
Costa Mesa Building (#10)	03/31/2023 10:00 AM - 10:00 PM	Move In	2,337.50
Huntington Beach Building (#12)	03/31/2023 10:00 AM - 10:00 PM	Move In	1,837.50
Los Alamitos Building (#14)	03/31/2023 08:00 AM - 10:00 PM	Move In	1,637.50
Main Mall	03/31/2023 08:00 AM - 10:00 PM	Move In	925.00
OC Promenade (Span)	03/31/2023 08:00 AM - 10:00 PM	Move In	1,287.50
Parking Lot I	03/31/2023 08:00 AM - 10:00 PM	Move In	1,075.00
Santa Ana Pavilion (Parade of Products)	03/31/2023 08:00 AM - 10:00 PM	Move In	1,137.50
The Hangar	03/31/2023 08:00 AM - 10:00 PM	Move In	1,937.50
Saturday			
Anaheim Building (#16)	04/01/2023 06:00 AM - 05:00 PM	Event	2,575.00
Costa Mesa Building (#10)	04/01/2023 06:00 AM - 05:00 PM	Event	4,675.00
Huntington Beach Building (#12)	04/01/2023 06:00 AM - 05:00 PM	Event	3,675.00
Los Alamitos Building (#14)	04/01/2023 06:00 AM - 05:00 PM	Event	3,275.00
Main Mall	04/01/2023 06:00 AM - 05:00 PM	Event	1,850.00
OC Promenade (Span)	04/01/2023 06:00 AM - 05:00 PM	Event	2,575.00
Parking Lot I	04/01/2023 06:00 AM - 05:00 PM	Event	2,150.00
Santa Ana Pavilion (Parade of Products)	04/01/2023 06:00 AM - 05:00 PM	Event	2,275.00
The Hangar	04/01/2023 06:00 AM - 05:00 PM	Event	3,875.00
Sunday			
Anaheim Building (#16)	04/02/2023 06:00 AM - 11:59 PM	Move Out	1,287.50
Costa Mesa Building (#10)	04/02/2023 06:00 AM - 11:59 PM	Move Out	2,337.50
Huntington Beach Building (#12)	04/02/2023 06:00 AM - 11:59 PM	Move Out	1,837.50
Los Alamitos Building (#14)	04/02/2023 06:00 AM - 11:59 PM	Move Out	1,637.50
Main Mall	04/02/2023 06:00 AM - 11:59 PM	Move Out	925.00
OC Promenade (Span)	04/02/2023 06:00 AM - 11:59 PM	Move Out	1,287.50
Parking Lot I	04/02/2023 06:00 AM - 11:59 PM	Move Out	1,075.00
Santa Ana Pavilion (Parade of Products)	04/02/2023 06:00 AM - 11:59 PM	Move Out	1,137.50
The Hangar	04/02/2023 06:00 AM - 11:59 PM	Move Out	1,937.50

Total: 53,850.00

Hosting of this event in the above specified spaces, Anaheim Building, Costa Mesa Building, Huntington Beach Building, Los Alamitos Building, Main Mall, OC Promenade, Parking Lot I, Santa Ana Pavilion and The Hangar, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also 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 - April 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>
20 Amp Drop	TBD	TBD	EA	25.00 EA	TBD
50 Amp Drop	Estimate 3	3.00	EA	70.00 EA	210.00
100 Amp Drop	TBD	TBD	EA	180.00 EA	TBD

EXHIBIT A

Event Information						
200 Amp Drop	TBD	TBD	EA	360.00	EA	TBD
40 Yard Dumpster	Estimate 5	5.00	EA	225.00	EA	1,125.00
Barricade (Plastic)	TBD	TBD	EA	15.00	EA	TBD
Cable Ramp	TBD	TBD	EA	15.00	EA	TBD
Chair (Individual)	TBD	TBD	EA	2.50	EA	TBD
Dumpster	TBD	TBD	EA	20.00	EA	TBD
Electrical Splitter Box	Estimate 24	24.00	EA	55.00	EA	1,320.00
Electrical Usage Rate	Estimate Only	1.00	EA	3,500.00	EVT	3,500.00
Forklift	Estimate 10 Hours	10.00	HR	75.00	HR	750.00
Forklift (40 Yard Dumpster)	Estimate 12 Hours	12.00	HR	75.00	HR	900.00
Man Lift	TBD	TBD	HR	75.00	HR	TBD
Marquee Board	03/05/2023 - 04/01/2023	4.00	WK	Included		Included
Picnic Table (Rectangular & Round)	TBD	TBD	EA	15.00	EA	TBD
Portable Electronic Message Board	04/01/2023	2.00	EA	75.00	EA/DAY	150.00
Projector (12,000 Lumens)	TBD	TBD	EA	3,000.00	EA/DAY	TBD
Projector Screen in Hangar	TBD	TBD	EA	300.00	EA/DAY	TBD
Public Address System (Per Building)	TBD	TBD	EA	75.00	EA/DAY	TBD
Stanchion	TBD	TBD	EA	5.00	EA	TBD
Sweeper (In-House)	Estimate 27 Hours	27.00	HR	75.00	HR	2,025.00
Ticket Booth (Double Window)	Estimate 3	3.00	EA	100.00	EA	300.00
Tonnage Weight (40 Yard Dumpster)	Estimate 20 Tons	20.00	TON	86.00	TON	1,720.00
Total:						12,000.00

Reimbursable Personnel and Services Fees						
Description	Date-Time	Units		Rate		Actual
Event Operations						
Set Up						
Grounds Attendant Lead	Estimate 16 Hours	16.00	HR	32.00	HR	512.00
Grounds Attendant	Estimate 32 Hours	32.00	HR	27.00	HR	864.00
Janitorial Attendant	Estimate 24 Hours	24.00	HR	27.00	HR	648.00
Electrician	Estimate 10 Hours	10.00	HR	67.50	HR	675.00
Event Day						
Grounds Attendant Lead	04/01/2023 05:00AM - 06:00PM	1.00	EA	32.00	HR	416.00
Grounds Attendant	04/01/2023 05:00AM - 06:00PM	8.00	EA	27.00	HR	2,808.00
Janitorial Attendant Lead	04/01/2023 05:00AM - 06:00PM	1.00	EA	32.00	HR	416.00
Janitorial Attendant	04/01/2023 05:00AM - 06:00PM	18.00	EA	27.00	HR	6,318.00
Electrician	04/01/2023 05:00AM - 06:00PM	1.00	EA	67.50	HR	877.50
Clean Up						
Grounds Attendant Lead	Estimate 16 Hours	16.00	HR	32.00	HR	512.00
Grounds Attendant	Estimate 32 Hours	32.00	HR	27.00	HR	864.00
Janitorial Attendant	Estimate 32 Hours	32.00	HR	27.00	HR	864.00
Electrician	Estimate 10 Hours	10.00	HR	67.50	HR	675.00
Event Sales & Services						
Event Coordinator	04/01/2023 05:00AM - 06:00PM	1.00	EA	53.00	HR	689.00
Parking						
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

EXHIBIT A

Event Information

Safety & Security

Security Attendant Lead	04/01/2023 05:00AM - 05:30PM	1.00	EA	32.00	HR	400.00
Security Attendant	04/01/2023 05:00AM - 05:30PM	14.00	EA	27.00	HR	4,725.00

Technology

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

Emergency Medical Services	04/01/2023 05:30AM - 05:30PM	4.00	EA	28.00	HR	1,344.00
Orange County Sheriff Services	TBD	TBD	EA	TBD	EVT	TBD
Sound Engineer	04/01/2023	1.00	EA	800.00	EA/DAY	800.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	5.00	HR	263.00	HR	1,315.00
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	2,000.00	EVT	2,000.00

Total: 28,410.50

Summary

Facility Rental Total	\$53,850.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$40,410.50
Refundable Deposit	\$5,000.00

Grand Total: \$99,260.50

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment (25% Facility Fee)	<i>Upon Signing</i>	\$13,462.50
Second Payment	01/31/2023	\$42,899.00
Third Payment	02/28/2023	\$42,899.00
Total:		\$99,260.50

Please Remit Payment in *Check Only*

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

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, Luftgekühlt must comply with request.

STATE FIRE MARSHAL

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

FORM F-31

REVIEWED _____

APPROVED _____

AGREEMENT NO. **R-056-23**

DATE **January 19, 2023**

FAIRTIME

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

January 9 - December 14, 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:

Vanguard University Overflow Parking

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

\$58,650.00

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

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

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

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

Vanguard University
55 Fair Drive
Costa Mesa, CA 92626

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

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

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

EXHIBIT "A"

Event Name: Vanguard University Overflow Parking
Contact Person: David Vasquez
Event Dates: 01/09/2023 - 12/14/2023

Contract No: R-056-23
Phone: (714) 966-5467
Hours: 7:00 AM - 5:30 PM Monday - Thursday
New Student Orientation Hours Only
August 24 - 25: 6:00 AM - 10:30PM
August 26: 7:00 AM - 12:00 AM
August 27: 12:00 PM - 9:00 PM
Projected Attendance: 75 Vehicles Per Day

OCFEC AGREES TO PROVIDE:

- Seventy-five (75) parking stalls in Parking Lot B, Monday through Thursday starting **January 9, 2023 through May 4, 2023.**
- Two hundred (200) parking stalls in Parking Lot B, starting **August 24, 2023 through August 25, 2023.**
- Seventy-five (75) parking stalls in Parking Lot B, **August 26, 2023 through August 27, 2023** and Monday through Thursday starting **August 28, 2023 through December 14, 2023.**

RENTER AGREES:

- To provide proof of insurance by **January 9, 2023.**
- To notify the District (OCFEC) of any accident that takes place during parking lot usage. **The Safety & Security Department can be reached by phone at (714) 708-1588, 24 hours a day, or they can be located at the Safety & Security Office near Gate 5 off Arlington Drive between the hours of 6:00 AM - 12:00 Midnight.**
- That all vehicles will be removed from OCFEC property after each day.
- That loud noises are not allowed on the property at any time due to the proximity of adjacent residential housing tracks, City Hall and City services. Such sound violations can be cause for termination of Rental Agreement and removal from the premises.
- That damage occurring in the parking lot and/or of OCFEC property will be itemized and invoiced. Payment will be due prior to any new Vanguard University activity taking place at the OC Fair & Event Center.
- To limit vehicle speeds to no more than 10 MPH.
- That parking lot usage will be conducted in a safe manner, with consideration of other activities taking place at the OC Fair & Event Center. To ensure safety within and around your event, the District (OCFEC) may, at the expense of the Renter, construct a barrier around the perimeter of the driving portion of the event. Renter will be responsible for all further necessary precautions in and around the event.
- That all Vanguard University students and staff members parking on OCFEC property will be issued a Vanguard Parking Pass.
- That Renter will provide Vanguard University Security to monitor the parking lots to ensure parking pass compliance. Any Vanguard University vehicles parked without a proper parking pass will be cited.
- To pay \$6.00 per parking stall per day; thirteen (13) days in January, fifteen (15) days in February, fourteen (14) days in March, sixteen (16) days in April, four (4) days in May, eight (8) days in August, fifteen (15) days in September, eighteen (18) days in October, sixteen (16) days in November and eight (8) days in December.

Payment Schedule:

Payment of \$27,900.00 is due on or before **January 9, 2023** for the period covering January through May. Payment of \$30,750 is due on or before **August 24, 2023** for the period covering August through December.

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT V

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

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, Vanguard University must comply with request.

STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-057-23**

REVIEWED _____

DATE **January 5, 2023**

FAIRTIME

INTERIM **XX**

APPROVED _____

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **HSE Holdings 6 LLC dba American Consumer Show** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

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

March 11 - 12, 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:

California Bridal & Wedding Expo

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

\$16,466.25

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

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

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

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

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

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

By: _____ Date: _____
**Title: Maria Palumbo, Director of New
Business Development & Show Manager**

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

EXHIBIT A

Event Information				
Event Name:	California Bridal & Wedding Expo	Contract No:	R-057-23	
Contact Person:	Maria Palumbo	Phone:	(516) 422-8125	
Event Date:	03/12/2023	Hours:	Sunday: 12:30 PM - 5:00 PM	

Admission Price: TBD

Vehicle Parking Fee: \$12.00 General Parking **Projected Attendance:** 1,000

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Saturday			
Costa Mesa Building (#10)	03/11/2023 08:00 AM - 05:00 PM	Move In	2,337.50
Sunday			
Costa Mesa Building (#10)	03/12/2023 12:30 PM - 05:00 PM	Event	4,675.00
Total:			7,012.50

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

Move out must be completed by 11:59 PM Sunday - March 12, 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	Estimate 1	1.00	EA	25.00	EA	25.00
Bench (Metal)	TBD	TBD	EA	15.00	EA	TBD
Cable Ramp	TBD	TBD	EA	15.00	EA	TBD
Chair (Individual)	Estimate 150	150.00	EA	2.50	EA	375.00
Dumpster	Estimate 5	5.00	EA	20.00	EA	100.00
Electrical Splitter Box	Estimate 3	3.00	EA	55.00	EA	165.00
Electrical Usage Rate	Estimate Only	1.00	EA	500.00	EVT	575.00
Forklift	Estimate 4 Hours	4.00	HR	75.00	HR	300.00
Hang Tag - 1 Day	TBD	TBD	EA	6.00	EA	TBD
Marquee Board	03/06/2023 - 03/12/2023	1.00	WK	Included		Included
Podium	TBD	TBD	EA	25.00	EA	TBD
Portable Electronic Message Board	03/12/2023	2.00	EA	75.00	EA/DAY	150.00
Public Address System (Per Building)	03/12/2023	TBD	EA	75.00	EA/DAY	TBD
Scissor Lift	Estimate 2 Hours	2.00	HR	75.00	HR	150.00
Stage Right 24' x 8' Stage	Estimate 1	1.00	EA	1,000.00	EA	1,000.00
Sweeper (In-House)	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
Wireless Microphone	TBD	TBD	EA	50.00	EA	TBD
Total:						3,065.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant	Estimate 9 Hours	9.00	HR	27.00	HR	243.00
Janitorial Attendant	Estimate 4 Hours	4.00	HR	27.00	HR	108.00
Electrician	Estimate 2 Hours	2.00	HR	67.50	HR	135.00
Event Day						
Grounds Attendant Lead	03/12/2023 11:30AM - 06:00PM	1.00	EA	32.00	HR	208.00
Grounds Attendant	03/12/2023 11:30AM - 06:00PM	1.00	EA	27.00	HR	175.50
Janitorial Attendant	03/12/2023 11:30AM - 06:00PM	3.00	EA	27.00	HR	526.50
Electrician	03/12/2023 11:30AM - 06:00PM	1.00	EA	67.50	HR	438.75

EXHIBIT A

Event Information

Clean Up

Grounds Attendant Lead	Estimate 4 Hours	4.00	HR	32.00	HR	128.00
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 2 Hours	2.00	HR	67.50	HR	135.00

Event Sales & Services

Event Coordinator	03/12/2023 11:30AM - 06:00PM	1.00	EA	53.00	HR	344.50
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Parking

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

Safety & Security

Security Attendant Lead	03/12/2023 11:30AM - 05:30PM	1.00	EA	32.00	HR	192.00
Security Attendant	03/12/2023 11:30AM - 05:30PM	3.00	EA	27.00	HR	486.00

Technology

Technology Attendant	TBD	TBD	EA	100.00	EVT	TBD
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Outside Services

Emergency Medical Services	03/12/2023 12:00PM - 05:30PM	2.00	EA	28.00	HR	308.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50

Total: 4,888.75

Summary

Facility Rental Total	\$7,012.50
Estimated Equipment, Reimbursable Personnel and Services Total	\$7,953.75
Refundable Deposit	\$1,500.00

Grand Total: \$16,466.25

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$8,233.25
Second Payment	02/10/2023	\$8,233.00

Total: \$16,466.25

Please Remit Payment in *Check or Credit Card Only*

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

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

EXHIBIT A

Event Information

CANNABIS EVENTS

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

CANOPIES / TENTS

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT V

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

RECYCLING / SB 1383

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

SOUND ORDINANCE

Per City Ordinance, loud noise is not allowed during move in and move out between the hours of 9:00 PM to 8:00 AM. Please refer to Exhibit E. Sound Monitor/Engineer must be on site for sound check and all music performances. **All outside (on grounds) amplified music/sound must end by 10:00 PM on Friday and Saturday, and by 9:00 PM Sunday through Thursday unless otherwise approved in writing by OCFEC.** Bull horns or similar devices are not allowed. Vendors are prohibited from playing any sound systems (radios, public address systems, portable speakers, etc) that create amplified sound. Any proposed outdoor music/sound producing entertainment (i.e. - DJ, stage performance, etc) must be discussed with and approved by OCFEC Sound Engineer prior to the event. **Installation of suitable barriers is also required by OCFEC as a sound mitigation measure (see above sound mitigation terms). Should the Sound Engineer/Sound Monitor or Event Coordinator request that the volume of music, sound or noise be lowered or turned off, HSE Holdings 6 LLC dba American Consumer Show must comply with request.**

STATE FIRE MARSHAL

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

FORM F-31

REVIEWED _____

APPROVED _____

AGREEMENT NO. **R-058-23**

DATE **January 5, 2023**

FAIRTIME

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

February 17 - 20, 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:

CALA Shows Inc.

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

\$43,001.75

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.
7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" "F" and "V" attached to this Agreement and incorporated by these references.
8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

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

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

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

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

By: _____ Date: _____
Title: Gerry Murtagh, Owner

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

EXHIBIT A

Event Information

Event Name:	CALA Shows Inc.	Contract No:	R-058-23
Contact Person:	Gerry Murtagh	Phone:	(213) 305-6887
Event Date:	02/19/2023 - 02/20/2023	Hours:	Sunday: 9:00 AM - 6:00 PM Monday: 9:00 AM - 5:00 PM
Admission Price:	Private Event		
Vehicle Parking Fee:	\$12.00 General Parking	Projected Attendance:	200

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday			
Anaheim Building (#16)	02/17/2023 07:00 AM - 07:00 PM	Move In	1,287.50
Los Alamitos Building (#14)	02/17/2023 07:00 AM - 07:00 PM	Move In	1,637.50
Saturday			
Anaheim Building (#16)	02/18/2023 07:00 AM - 07:00 PM	Move In	1,287.50
Los Alamitos Building (#14)	02/18/2023 07:00 AM - 07:00 PM	Move In	1,637.50
Sunday			
Anaheim Building (#16)	02/19/2023 09:00 AM - 06:00 PM	Event	2,575.00
Los Alamitos Building (#14)	02/19/2023 09:00 AM - 06:00 PM	Event	3,275.00
Monday			
Anaheim Building (#16)	02/20/2023 09:00 AM - 05:00 PM	Event	2,575.00
Los Alamitos Building (#14)	02/20/2023 09:00 AM - 05:00 PM	Event	3,275.00

Total: 17,550.00

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

Move out must be completed by 11:59 PM Monday - February 20, 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)	Estimate 416	416.00 EA	2.50 EA	1,040.00
Dumpster	Estimate 21	21.00 EA	20.00 EA	420.00
Electrical Splitter Box	Estimate 12	12.00 EA	55.00 EA	660.00
Electrical Usage Rate	Estimate Only	1.00 EA	1,100.00 EVT	1,100.00
Forklift	Estimate 8 Hours	8.00 HR	75.00 HR	600.00
Gallery Lighting	02/19/2023 - 02/20/2023	2.00 EA	700.00 EA/DAY	2,800.00
Man Lift	TBD	TBD HR	75.00 HR	TBD
Picnic Table (Rectangular & Round)	Estimate 20	20.00 EA	15.00 EA	300.00
Portable Electronic Message Board	02/19/2023 - 02/20/2023	2.00 EA	75.00 EA/DAY	300.00
Public Address System (Per Building)	02/19/2023 - 02/20/2023	2.00 EA	75.00 EA/DAY	300.00
Scissor Lift	Estimate 10 Hours	10.00 HR	75.00 HR	750.00
Sweeper (In-House)	Estimate 7 Hours	7.00 HR	75.00 HR	525.00

Total: 8,795.00

Reimbursable Personnel and Services Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Grounds Attendant Lead	Estimate 8 Hours	8.00 HR	32.00 HR	256.00
Grounds Attendant	Estimate 16 Hours	16.00 HR	27.00 HR	432.00
Janitorial Attendant	Estimate 16 Hours	16.00 HR	27.00 HR	432.00
Electrician	Estimate 6 Hours	6.00 HR	67.50 HR	405.00

EXHIBIT A

Event Information

Event Day

Grounds Attendant Lead	02/19/2023 08:00AM - 07:00PM	1.00	EA	32.00	HR	352.00
Grounds Attendant	02/19/2023 08:00AM - 07:00PM	2.00	EA	27.00	HR	594.00
Janitorial Attendant	02/19/2023 08:00AM - 07:00PM	4.00	EA	27.00	HR	1,188.00
Electrician	02/19/2023 08:00AM - 07:00PM	1.00	EA	67.50	HR	742.50
Grounds Attendant Lead	02/20/2023 08:00AM - 06:00PM	1.00	EA	48.00	HR*	480.00
Grounds Attendant	02/20/2023 08:00AM - 06:00PM	2.00	EA	40.50	HR*	810.00
Janitorial Attendant	02/20/2023 08:00AM - 06:00PM	4.00	EA	40.50	HR*	1,620.00
Electrician	02/20/2023 08:00AM - 06:00PM	1.00	EA	101.25	HR*	1,012.50

Clean Up

Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	32.00	HR	256.00
Grounds Attendant	Estimate 20 Hours	20.00	HR	27.00	HR	540.00
Janitorial Attendant	Estimate 12 Hours	12.00	HR	27.00	HR	324.00
Electrician	Estimate 6 Hours	6.00	HR	67.50	HR	405.00

Event Sales & Services

Event Coordinator	02/19/2023 08:00AM - 07:00PM	1.00	EA	53.00	HR	583.00
Event Coordinator	02/20/2023 08:00AM - 06:00PM	1.00	EA	79.50	HR*	795.00

Parking

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

Safety & Security

Security Attendant - Overnight	02/18/2023 07:00PM - 08:30AM	1.00	EA	27.00	HR	364.50
Security Attendant	02/19/2023 08:00AM - 06:30PM	3.00	EA	27.00	HR	850.50
Security Attendant - Overnight	02/19/2023 06:30PM - 08:30AM	1.00	EA	27.00	HR	378.00
Security Attendant	02/20/2023 08:00AM - 05:30PM	3.00	EA	40.50	HR*	1,154.25

Technology

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

State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
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*State Holiday Rates

Total: 15,156.75

Summary

Facility Rental Total	\$17,550.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$23,951.75
Refundable Deposit	\$1,500.00

Grand Total: \$43,001.75

Payment Schedule

Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$43,001.75

Total: \$43,001.75

Please Remit Payment in *Check or Credit Card Only*

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

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

EXHIBIT A

Event Information

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT V

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

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, CALA Shows Inc. must comply with request.

EXHIBIT A

Event Information

STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-059-23**

REVIEWED _____

DATE **January 4, 2023**

FAIRTIME

APPROVED _____

INTERIM **XX**

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **EEntertainment** 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 18 - 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:

Gran Baile Romantico

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

\$15,607.50

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. Both parties hereby agree to indemnify and save harmless the other party, 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.

EVerertainment
8432 Red Fox Way
Elk Grove, CA 95758

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

By: _____ Date: _____
Title: **Edward Valdivia, President**

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

EXHIBIT A

Event Information				
Event Name:	Gran Baile Romantico	Contract No:	R-059-23	
Contact Person:	Edward Valdivia	Phone:	(916) 402-5077	
Event Date:	02/18/2023	Hours:	Doors: 6:00 PM Concert: 6:30 PM - 12:00 AM	

Admission Price:	TBD	Projected Attendance:	3,000
Vehicle Parking Fee:	\$12.00 General Parking		

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Saturday			
The Hangar	02/18/2023 06:00 PM - 11:59 PM	Event	3,875.00
Sunday			
The Hangar	02/19/2023 08:00 AM - 11:59 AM	Move Out	No Charge
Total:			3,875.00

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

Move out must be completed by 11:59 AM 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>
100 Amp Drop	TBD	TBD	EA	180.00	EA	TBD
200 Amp Drop	TBD	TBD	EA	360.00	EA	TBD
Barricade (Plastic)	TBD	TBD	EA	15.00	EA	TBD
Dumpster	Estimate 8	8.00	EA	20.00	EA	160.00
Electrical Splitter Box	TBD	TBD	EA	55.00	EA	TBD
Electrical Usage Rate	Estimate Only	1.00	EA	350.00	EVT	350.00
Marquee Board	02/12/2023 - 02/18/2023	1.00	WK	Included		Included
Portable Electronic Message Board	02/18/2023	2.00	EA	75.00	EA/DAY	150.00
Stanchion	Estimate 30	30.00	EA	5.00	EA	150.00
Sweeper (In-House)	Estimate 8 Hours	8.00	HR	75.00	HR	600.00
Total:						1,410.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant	Estimate 10 Hours	10.00	HR	27.00	HR	270.00
Janitorial Attendant	Estimate 16 Hours	16.00	HR	27.00	HR	432.00
Electrician	Estimate 4 Hours	4.00	HR	67.50	HR	270.00
Event Day						
Grounds Attendant Lead	02/18/2023 05:00PM - 01:00AM	1.00	EA	32.00	HR	256.00
Grounds Attendant	02/18/2023 05:00PM - 01:00AM	2.00	EA	27.00	HR	432.00
Janitorial Attendant	02/18/2023 05:00PM - 01:00AM	3.00	EA	27.00	HR	648.00
Electrician	02/18/2023 05:00PM - 01:00AM	1.00	EA	67.50	HR	540.00
Clean Up						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	32.00	HR	256.00
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

EXHIBIT A

Event Information						
<u>Event Sales & Services</u>						
Event Coordinator	02/18/2023 05:00PM - 01:00AM	1.00	EA	53.00	HR	424.00
<u>Parking</u>						
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
<u>Safety & Security</u>						
Security Attendant Lead	02/18/2023 05:00PM - 12:30AM	1.00	EA	32.00	HR	240.00
Security Attendant	02/18/2023 05:00PM - 12:30AM	8.00	EA	27.00	HR	1,620.00
<u>Outside Services</u>						
Emergency Medical Services	02/18/2023 05:30PM - 12:30AM	2.00	EA	28.00	HR	392.00
Sound Engineer	02/18/2023	1.00	EA	800.00	EA/DAY	800.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	350.00	EVT	350.00
Total:						8,822.50

Summary

Facility Rental Total	\$3,875.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$10,232.50
Refundable Deposit	\$1,500.00
Grand Total:	\$15,607.50

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	<i>Upon Signing</i>	\$15,607.50
Total:		\$15,607.50

Please Remit Payment in *Check or Credit Card Only*

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

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

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

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, EEntertainment must comply with request.**

STATE FIRE MARSHAL

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

FORM F-31

REVIEWED _____

APPROVED _____

AGREEMENT NO. **R-060-23**

DATE **January 12, 2023**

FAIRTIME

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

March 24 - 26, 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:

Central Valley Pet & Reptile Expo

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

\$39,742.00

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. Both parties hereby agree to indemnify and save harmless the other party, 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.

Central Valley Pet & Reptile Expo
1105 Velie Court
Visalia, CA 93292

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

By: _____ Date: _____
Title: **Neil Blatner, Owner**

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

Event Information

Admission Price:	\$15.00		
Vehicle Parking Fee:	\$12.00 General Parking	Projected Attendance:	10,000

Facility Rental Fees

Total: 21.062.50

Move out must be completed by 11:59 PM Sunday - March 26, 2023 to avoid additional charges.

Estimated Equipment Fees

Estimated Equipment Fees						
Description	Date-Time	Units		Rate		Actual
20 Amp Drop	TBD	TBD	EA	25.00	EA	TBD
50 Amp Drop	TBD	TBD	EA	70.00	EA	TBD
100 Amp Drop	TBD	TBD	EA	180.00	EA	TBD
Barricade (Plastic)	TBD	TBD	EA	15.00	EA	TBD
Chair (Individual)	TBD	TBD	EA	2.50	EA	TBD
Dumpster	Estimate 25	25.00	EA	20.00	EA	500.00
Electrical Splitter Box	TBD	TBD	EA	55.00	EA	TBD
Electrical Usage Rate	Estimate Only	1.00	EA	1,500.00	EVT	1,500.00
Forklift	TBD	TBD	HR	75.00	HR	TBD
Hang Tag - 2 Day	Estimate 60	60.00	EA	12.00	EA	720.00
Man Lift	TBD	TBD	HR	75.00	HR	TBD
Marquee Board	03/20/2023 - 03/26/2023	1.00	WK	Included		Included
Picnic Table (Rectangular & Round)	TBD	TBD	EA	15.00	EA	TBD
Portable Electronic Message Board	03/25/2023 - 03/26/2023	2.00	EA	75.00	EA/DAY	300.00
Public Address System (Per Building)	TBD	TBD	EA	75.00	EA/DAY	TBD
Stanchion	TBD	TBD	EA	5.00	EA	TBD
Sweeper (In-House)	Estimate 10 Hours	10.00	HR	75.00	HR	750.00
Ticket Booth (Double Window)	TBD	TBD	EA	100.00	EA	TBD
Total:						3,770.00

Event Information

<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	32.00	HR	256.00
Grounds Attendant	Estimate 10 Hours	10.00	HR	27.00	HR	270.00
Janitorial Attendant	Estimate 16 Hours	16.00	HR	27.00	HR	432.00
Electrician	Estimate 4 Hours	4.00	HR	67.50	HR	270.00
Event Day						
Grounds Attendant Lead	03/25/2023 09:00AM - 06:00PM	1.00	EA	32.00	HR	288.00
Grounds Attendant	03/25/2023 09:00AM - 06:00PM	4.00	EA	27.00	HR	972.00
Janitorial Attendant	03/25/2023 09:00AM - 06:00PM	4.00	EA	27.00	HR	972.00
Electrician	TBD	TBD	EA	67.50	HR	TBD
Grounds Attendant Lead	03/26/2023 09:00AM - 05:00PM	1.00	EA	32.00	HR	256.00
Grounds Attendant	03/26/2023 09:00AM - 05:00PM	4.00	EA	27.00	HR	864.00
Janitorial Attendant	03/26/2023 09:00AM - 05:00PM	4.00	EA	27.00	HR	864.00
Electrician	TBD	TBD	EA	67.50	HR	TBD
Clean Up						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	32.00	HR	256.00
Grounds Attendant	Estimate 12 Hours	12.00	HR	27.00	HR	324.00
Janitorial Attendant	Estimate 12 Hours	12.00	HR	27.00	HR	324.00
Electrician	Estimate 4 Hours	4.00	HR	67.50	HR	270.00
<u>Event Sales & Services</u>						
Event Coordinator	03/25/2023 09:00AM - 06:00PM	1.00	EA	53.00	HR	477.00
Event Coordinator	03/26/2023 09:00AM - 05:00PM	1.00	EA	53.00	HR	424.00
<u>Parking</u>						
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
<u>Safety & Security</u>						
Security Attendant Lead	03/25/2023 09:00AM - 05:30PM	1.00	EA	32.00	HR	272.00
Security Attendant	03/25/2023 09:00AM - 05:30PM	8.00	EA	27.00	HR	1,836.00
Security Attendant Lead	03/26/2023 09:00AM - 04:30PM	1.00	EA	32.00	HR	240.00
Security Attendant	03/26/2023 09:00AM - 04:30PM	8.00	EA	27.00	HR	1,620.00
<u>Technology</u>						
Technology Attendant	TBD (Audio Configuration)	TBD	EA	100.00	EVT	TBD
<u>Outside Services</u>						
Emergency Medical Services	03/25/2023 09:30AM - 05:30PM	2.00	EA	28.00	HR	448.00
Emergency Medical Services	03/26/2023 09:30AM - 04:30PM	2.00	EA	28.00	HR	392.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Total:						13,409.50

EXHIBIT A

Event Information

Summary

Facility Rental Total	\$21,062.50
Estimated Equipment, Reimbursable Personnel and Services Total	\$17,179.50
Refundable Deposit	\$1,500.00
Grand Total:	\$39,742.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	<i>Upon Signing</i>	\$19,871.00
Second Payment	02/24/2023	\$19,871.00
Total:		\$39,742.00

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.

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, Central Valley Pet & Reptile Expo must comply with request.**

STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-048-23 REVISED**

DATE **January 3, 2023**

REVIEWED _____

FAIRTIME

INTERIM **XX**

APPROVED _____

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Fit Factory USA 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

March 24 - 25, 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:

Bubble Run

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

\$24,827.50

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. Both parties hereby agree to indemnify and save harmless the other party, 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.

Fit Factory USA LLC
24850 North 19th Avenue, Suite 101
Phoenix, AZ 85085

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

By: _____ Date: _____
Title: Entity Sterrett, Sourcing Relationship
Manager

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

EXHIBIT A

Event Information				
Event Name:	Bubble Run	Contract No:	R-048-23 REVISED	
Contact Person:	Entity Sterrett	Phone:	(702) 286-9148	
Event Date:	03/25/2023	Hours:	Saturday: 6:00 AM - 1:00 PM	

Admission Price:	TBD			
Vehicle Parking Fee:	\$12.00 General Parking	Projected Attendance:	11,000	

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday			
Parking Lot A (North)	03/24/2023 08:00 AM - 09:00 PM	Move In	1,075.00
Parking Lot A (South)	03/24/2023 08:00 AM - 09:00 PM	Move In	1,075.00
Parking Lot H	03/24/2023 08:00 AM - 09:00 PM	Move In	1,075.00
Saturday			
Parking Lot A (North)	03/25/2023 06:00 AM - 01:00 PM	Event	2,150.00
Parking Lot A (South)	03/25/2023 06:00 AM - 01:00 PM	Event	2,150.00
Parking Lot H	03/25/2023 06:00 AM - 01:00 PM	Event	2,150.00
Total:			9,675.00

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

Move out must be completed by 11:59 PM Saturday - March 25, 2023 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 135	135.00 EA	15.00 EA	2,025.00
Barricade (Plastic)	TBD	TBD EA	15.00 EA	TBD
Chair (Individual)	TBD	TBD EA	2.50 EA	TBD
Dumpster	Estimate 10	10.00 EA	20.00 EA	200.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage Rate	Estimate Only	1.00 EA	250.00 EVT	250.00
Forklift	Estimate 16 Hours	16.00 HR	75.00 HR	1,200.00
Man Lift	TBD	TBD HR	75.00 HR	TBD
Marquee Board	03/19/2023 - 03/25/2023	1.00 WK	Included	Included
Picnic Table (Rectangular & Round)	TBD	TBD EA	15.00 EA	TBD
Portable Electronic Message Board	03/25/2023	2.00 EA	75.00 EA/DAY	150.00
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
Water Truck (Includes Water)	Estimate 8 Hours	8.00 HR	80.00 HR	640.00
Total:			4,840.00	

Reimbursable Personnel and Services Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Grounds Attendant	Estimate 10 Hours	10.00 HR	27.00 HR	270.00
Janitorial Attendant	Estimate 8 Hours	8.00 HR	27.00 HR	216.00
Electrician	TBD	TBD HR	67.50 HR	TBD
Event Day				
Grounds Attendant Lead	03/25/2023 05:00AM - 02:00PM	1.00 EA	32.00 HR	288.00
Grounds Attendant	03/25/2023 05:00AM - 02:00PM	2.00 EA	27.00 HR	486.00

EXHIBIT A

Event Information						
Janitorial Attendant	03/25/2023 05:00AM - 02:00PM	4.00	EA	27.00	HR	972.00
Electrician	TBD	TBD	EA	67.50	HR	TBD
Clean Up						
Grounds Attendant Lead	Estimate 4 Hours	4.00	HR	32.00	HR	128.00
Grounds Attendant	Estimate 10 Hours	10.00	HR	27.00	HR	270.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	27.00	HR	216.00
Electrician	TBD	TBD	HR	67.50	HR	TBD
<u>Event Sales & Services</u>						
Event Coordinator	03/25/2023 05:00AM - 02:00PM	1.00	EA	53.00	HR	477.00
<u>Parking</u>						
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
<u>Safety & Security</u>						
Security Attendant - Overnight	03/24/2023 04:00PM - 05:00AM	1.00	EA	27.00	HR	351.00
Security Attendant Lead	03/25/2023 05:00AM - 01:30PM	1.00	EA	32.00	HR	272.00
Security Attendant	03/25/2023 05:00AM - 01:30PM	8.00	EA	27.00	HR	1,836.00
<u>Outside Services</u>						
Emergency Medical Services	03/25/2023 05:30AM - 01:30PM	2.00	EA	28.00	HR	448.00
Sound Engineer	03/25/2023	1.00	EA	800.00	EA/DAY	800.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	700.00	EVT	700.00
Total:						8,812.50

Summary

Facility Rental Total	\$9,675.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$13,652.50
Refundable Deposit	\$1,500.00
Grand Total:	\$24,827.50

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment (25% Facility Fee)	<i>Upon Signing</i>	\$2,418.75
Second Payment	01/24/2023	\$11,204.50
Third Payment	02/24/2023	\$11,204.25
Total:		\$24,827.50

Please Remit Payment in *Check or Credit Card Only*

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

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

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

EXHIBIT A

Event Information

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

DRONES

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

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

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT V

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

MARKING THE GROUNDS

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

RECYCLING / SB 1383

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

EXHIBIT A

Event Information

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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