

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

1 of 1

NEW

CONTRACT #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-022-23	Pacific Coast Sportfishing Magazine	Pacific Coast Sportfishing Festival	Consumer Show (CON)	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	02/28/23-03/06/23	192,604.50
R-028-23	Cruisin' For A Cure	Cruisin' For A Cure	Consumer Show (CON)	Anaheim Building (#16), Baja Blues Restaurant, Campground, Costa Mesa Building (#10), Country Meadows, Huntington Beach Building (#12), Livestock Lane, Los Alamitos Building (#14), Main Mall, OC Promenade (Span), Park Plaza, Parking Lot G, Parking Lot I, Parking Lot P, Plaza Pacifica, Santa Ana Pavilion (Parade of Products), South Lawn, The Hangar	09/06/23-09/10/23	55,738.50
R-036-23	Costa Mesa Police Department	Costa Mesa Police Department Officer Training	Training (TRA)	Available Parking Lot	01/01/23-12/31/23	\$125.00 per day
R-038-23	Santa Ana Police Department	Santa Ana Police Department Officer Training	Training (TRA)	Available Parking Lot	01/01/22-12/31/22; 01/01/23-12/31/23	2022: \$100.00 per day 2023: \$125.00 per day
R-061-23	Integrator Network	Home Tech Events	Consumer Show (CON)	Courtyard, Crafters Village, Huntington Beach Building (#12), Santa Ana Pavilion (Parade of Products)	10/18/23-10/23/23	49,874.00
R-062-23	Silver Ince Productions	OC Wine Fest	Festival (FST)	The Hangar	04/21/23-04/23/23	24,506.00
R-063-23	CEDIA	CEDIA Tech Summit	Consumer Show (CON)	Huntington Beach Building (#12)	05/22/23-05/23/23	18,533.00
R-068-23	Share Our Selves	SOS Wild & Crazy Taco Night	Fundraiser (FUNR)	Plaza Pacifica	05/18/23-05/18/23	11,644.50

AMENDMENTS

CONTRACT #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-059-23 AMENDMENT	Eventertainment	Gran Baile Romantico	Concert (CONC)	The Hangar	02/18/23-02/18/23	15,852.50

FORM F-31

REVIEWED _____

APPROVED _____

AGREEMENT NO. **R-022-23**

DATE **January 27, 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 **Pacific Coast Sportfishing Magazine** 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 28 - March 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:

Pacific Coast Sportfishing Tackle, Boat, Travel and Outdoors Show

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

\$192,604.50

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.

Pacific Coast Sportfishing Magazine
260 Newport Center Drive, PMB #969
Newport Beach, CA 92660

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

By: _____ Date: _____
Title: Bill DePriest, Publisher/Editor

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

EXHIBIT A

Event Information			
Event Name:	Pacific Coast Sportfishing Tackle, Boat, Travel and Outdoors Show	Contract No:	R-022-23
Contact Person:	Bill DePriest	Phone:	(949) 735-3271
Event Date:	03/02/2023 - 03/05/2023	Hours:	Thursday: 12:00 PM - 5:00 PM Friday - Sunday: 10:00 AM - 5:00 PM
Admission Price:	\$15.00		
Vehicle Parking Fee:	\$12.00 General Parking	Projected Attendance:	20,000

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Tuesday			
Anaheim Building (#16)	02/28/2023 07:00 AM - 10:00 PM	Move In	1,287.50
Costa Mesa Building (#10)	02/28/2023 07:00 AM - 10:00 PM	Move In	2,337.50
Huntington Beach Building (#12)	02/28/2023 07:00 AM - 10:00 PM	Move In	1,837.50
Los Alamitos Building (#14)	02/28/2023 07:00 AM - 10:00 PM	Move In	1,637.50
OC Promenade (Span)	02/28/2023 07:00 AM - 10:00 PM	Move In	1,287.50
Santa Ana Pavilion (Parade of Products)	02/28/2023 07:00 AM - 10:00 PM	Move In	1,137.50
The Hangar	02/28/2023 07:00 AM - 10:00 PM	Move In	1,937.50
Wednesday			
Anaheim Building (#16)	03/01/2023 08:00 AM - 10:00 PM	Move In	1,287.50
Costa Mesa Building (#10)	03/01/2023 08:00 AM - 10:00 PM	Move In	2,337.50
Huntington Beach Building (#12)	03/01/2023 08:00 AM - 10:00 PM	Move In	1,837.50
Los Alamitos Building (#14)	03/01/2023 08:00 AM - 10:00 PM	Move In	1,637.50
OC Promenade (Span)	03/01/2023 08:00 AM - 10:00 PM	Move In	1,287.50
Santa Ana Pavilion (Parade of Products)	03/01/2023 08:00 AM - 10:00 PM	Move In	1,137.50
The Hangar	03/01/2023 08:00 AM - 10:00 PM	Move In	1,937.50
Thursday			
Anaheim Building (#16)	03/02/2023 12:00 PM - 05:00 PM	Event	2,575.00
Costa Mesa Building (#10)	03/02/2023 12:00 PM - 05:00 PM	Event	4,675.00
Huntington Beach Building (#12)	03/02/2023 12:00 AM - 05:00 PM	Event	3,675.00
Los Alamitos Building (#14)	03/02/2023 12:00 PM - 05:00 PM	Event	3,275.00
OC Promenade (Span)	03/02/2023 12:00 PM - 05:00 PM	Event	2,575.00
Santa Ana Pavilion (Parade of Products)	03/02/2023 12:00 PM - 05:00 PM	Event	2,275.00
The Hangar	03/02/2023 12:00 PM - 05:00 PM	Event	3,875.00
Friday			
Anaheim Building (#16)	03/03/2023 10:00 AM - 05:00 PM	Event	2,575.00
Costa Mesa Building (#10)	03/03/2023 10:00 AM - 05:00 PM	Event	4,675.00
Huntington Beach Building (#12)	03/03/2023 10:00 AM - 05:00 PM	Event	3,675.00
Los Alamitos Building (#14)	03/03/2023 10:00 AM - 05:00 PM	Event	3,275.00
OC Promenade (Span)	03/03/2023 10:00 AM - 05:00 PM	Event	2,575.00
Santa Ana Pavilion (Parade of Products)	03/03/2023 10:00 AM - 05:00 PM	Event	2,275.00
The Hangar	03/03/2023 10:00 AM - 05:00 PM	Event	3,875.00
Saturday			
Anaheim Building (#16)	03/04/2023 10:00 AM - 05:00 PM	Event	2,575.00
Costa Mesa Building (#10)	03/04/2023 10:00 AM - 05:00 PM	Event	4,675.00
Huntington Beach Building (#12)	03/04/2023 10:00 AM - 05:00 PM	Event	3,675.00
Los Alamitos Building (#14)	03/04/2023 10:00 AM - 05:00 PM	Event	3,275.00
OC Promenade (Span)	03/04/2023 10:00 AM - 05:00 PM	Event	2,575.00
Santa Ana Pavilion (Parade of Products)	03/04/2023 10:00 AM - 05:00 PM	Event	2,275.00
The Hangar	03/04/2023 10:00 AM - 05:00 PM	Event	3,875.00

EXHIBIT A

Event Information

Sunday

Anaheim Building (#16)	03/05/2023 10:00 AM - 05:00 PM	Event	2,575.00
Costa Mesa Building (#10)	03/05/2023 10:00 AM - 05:00 PM	Event	4,675.00
Huntington Beach Building (#12)	03/05/2023 10:00 AM - 05:00 PM	Event	3,675.00
Los Alamitos Building (#14)	03/05/2023 10:00 AM - 05:00 PM	Event	3,275.00
OC Promenade (Span)	03/05/2023 10:00 AM - 05:00 PM	Event	2,575.00
Santa Ana Pavilion (Parade of Products)	03/05/2023 10:00 AM - 05:00 PM	Event	2,275.00
The Hangar	03/05/2023 10:00 AM - 05:00 PM	Event	3,875.00

Monday

Anaheim Building (#16)	03/06/2023 06:00 AM - 11:59 PM	Move Out	1,287.50
Costa Mesa Building (#10)	03/06/2023 06:00 AM - 11:59 PM	Move Out	2,337.50
Huntington Beach Building (#12)	03/06/2023 06:00 AM - 11:59 PM	Move Out	1,837.50
Los Alamitos Building (#14)	03/06/2023 06:00 AM - 11:59 PM	Move Out	1,637.50
OC Promenade (Span)	03/06/2023 06:00 AM - 11:59 PM	Move Out	1,287.50
Santa Ana Pavilion (Parade of Products)	03/06/2023 06:00 AM - 11:59 PM	Move Out	1,137.50
The Hangar	03/06/2023 06:00 AM - 11:59 PM	Move Out	1,937.50

Total: 126,087.50

Hosting of this event in the above specified spaces, Anaheim Building, Costa Mesa Building, Huntington Beach Building, Los Alamitos Building, OC Promenade, 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 Monday - March 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	Estimate 10	10.00 EA	25.00 EA	250.00
40 Yard Dumpster	Estimate 3	3.00 EA	225.00 EA	675.00
50 Amp Drop	Estimate 1	1.00 EA	70.00 EA	70.00
Barricade (Plastic)	TBD	TBD EA	15.00 EA	TBD
Cable Ramp	TBD	TBD EA	15.00 EA	TBD
Electrical Splitter Box	Estimate 10	10.00 EA	55.00 EA	550.00
Electrical Usage Rate	Estimate Only	1.00 EA	4,000.00 EVT	4,000.00
Forklift	Estimate 7 Hours	7.00 HR	75.00 HR	525.00
Forklift (40 Yard Dumpster)	Estimate 15 Hours	15.00 HR	75.00 HR	1,125.00
Hang Tag - 4 Day	Estimate 400	400.00 EA	24.00 EA	9,600.00
Man Lift	Estimate 4 Hours	4.00 HR	75.00 HR	300.00
Marquee Board	02/06/2023 - 03/05/2023	4.00 WK	Included	Included
Picnic Table	Estimate 20	20.00 EA	15.00 EA	300.00
Portable Electronic Message Board	03/02/2023 - 03/05/2023	2.00 EA	75.00 EA/DAY	600.00
Public Address System (Per Building)	TBD	TBD EA	75.00 EA/DAY	TBD
Scissor Lift	Estimate 5 Hours	5.00 HR	75.00 HR	375.00
Sweeper (In-House)	Estimate 21 Hours	21.00 HR	75.00 HR	1,575.00
Ticket Booth (Double Window)	Estimate 2	2.00 EA	100.00 EA	200.00
Tonnage Weight	Estimate 8 Tons	8.00 TON	86.00 TON	688.00

Total: 20,833.00

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 16 Hours	16.00 HR	27.00 HR	432.00
Janitorial Attendant	Estimate 24 Hours	24.00 HR	27.00 HR	648.00
Electrician	Estimate 8 Hours	8.00 HR	67.50 HR	540.00

EXHIBIT A

Event Information

Event Day

Grounds Attendant Lead	03/02/2023 11:00AM - 06:00PM	1.00	EA	32.00	HR	224.00
Grounds Attendant	03/02/2023 11:00AM - 06:00PM	3.00	EA	27.00	HR	567.00
Janitorial Attendant Lead	03/02/2023 11:00AM - 06:00PM	1.00	EA	32.00	HR	224.00
Janitorial Attendant	03/02/2023 11:00AM - 06:00PM	14.00	EA	27.00	HR	2,646.00
Grounds Attendant Lead	03/03/2023 09:00AM - 06:00PM	1.00	EA	32.00	HR	288.00
Grounds Attendant	03/03/2023 09:00AM - 06:00PM	3.00	EA	27.00	HR	729.00
Janitorial Attendant Lead	03/03/2023 09:00AM - 06:00PM	1.00	EA	32.00	HR	288.00
Janitorial Attendant	03/03/2023 09:00AM - 06:00PM	14.00	EA	27.00	HR	3,402.00
Grounds Attendant Lead	03/04/2023 09:00AM - 06:00PM	1.00	EA	32.00	HR	288.00
Grounds Attendant	03/04/2023 09:00AM - 06:00PM	5.00	EA	27.00	HR	1,215.00
Janitorial Attendant Lead	03/04/2023 09:00AM - 06:00PM	1.00	EA	32.00	HR	288.00
Janitorial Attendant	03/04/2023 09:00AM - 06:00PM	14.00	EA	27.00	HR	3,402.00
Grounds Attendant Lead	03/05/2023 09:00AM - 06:00PM	1.00	EA	32.00	HR	288.00
Grounds Attendant	03/05/2023 09:00AM - 06:00PM	5.00	EA	27.00	HR	1,215.00
Janitorial Attendant Lead	03/05/2023 09:00AM - 06:00PM	1.00	EA	32.00	HR	288.00
Janitorial Attendant	03/05/2023 09:00AM - 06:00PM	14.00	EA	27.00	HR	3,402.00

Clean Up

Grounds Attendant Lead	Estimate 10 Hours	10.00	HR	32.00	HR	320.00
Grounds Attendant	Estimate 40 Hours	40.00	HR	27.00	HR	1,080.00
Janitorial Attendant	Estimate 16 Hours	16.00	HR	27.00	HR	432.00
Electrician	Estimate 5 Hours	5.00	HR	67.50	HR	337.50

Event Sales & Services

Event Coordinator	03/02/2023 11:00AM - 06:00PM	1.00	EA	53.00	HR	371.00
Event Coordinator	03/03/2023 09:00AM - 06:00PM	1.00	EA	53.00	HR	477.00
Event Coordinator	03/04/2023 09:00AM - 06:00PM	1.00	EA	53.00	HR	477.00
Event Coordinator	03/05/2023 09:00AM - 06:00PM	1.00	EA	53.00	HR	477.00

Parking

Parking Attendant Lead	Estimate 24 Hours	24.00	HR	32.00	HR	768.00
Parking Attendant	Estimate 48 Hours	48.00	HR	27.00	HR	1,296.00

Safety & Security

Security Attendant Lead	03/02/2023 10:30AM - 05:30PM	1.00	EA	32.00	HR	224.00
Security Attendant	03/02/2023 10:30AM - 05:30PM	12.00	EA	27.00	HR	2,268.00
Security Attendant Lead	03/03/2023 08:30AM - 05:30PM	1.00	EA	32.00	HR	288.00
Security Attendant	03/03/2023 08:30AM - 05:30PM	12.00	EA	27.00	HR	2,916.00
Security Attendant Lead	03/04/2023 08:30AM - 05:30PM	1.00	EA	32.00	HR	288.00
Security Attendant	03/04/2023 08:30AM - 05:30PM	12.00	EA	27.00	HR	2,916.00
Security Attendant Lead	03/05/2023 08:30AM - 05:30PM	1.00	EA	32.00	HR	288.00
Security Attendant	03/05/2023 08:30AM - 05:30PM	12.00	EA	27.00	HR	2,916.00

*Security staffing subject to change based on operational needs.

Technology

Technology Attendant	TBD (Audio Configuration)	TBD	EA	100.00	EVT	TBD
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EXHIBIT A

Event Information

Outside Services

Emergency Medical Services	03/02/2023 11:30AM - 05:30PM	3.00	EA	28.00	HR	504.00
Emergency Medical Services	03/03/2023 09:30AM - 05:30PM	3.00	EA	28.00	HR	672.00
Emergency Medical Services	03/04/2023 09:30AM - 05:30PM	3.00	EA	28.00	HR	672.00
Emergency Medical Services	03/05/2023 09:30AM - 05:30PM	3.00	EA	28.00	HR	672.00
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	1,500.00	EVT	1,500.00

Total: 43,184.00

Summary

Facility Rental Total	\$126,087.50
Estimated Equipment, Reimbursable Personnel and Services Total	\$64,017.00
Refundable Deposit	\$2,500.00

Grand Total: \$192,604.50

Payment Schedule

Payment Schedule

First Payment

Due Date

Upon Signing

Amount

\$192,604.50

Total: \$192,604.50

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.

BANNERS

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

CANOPIES / TENTS

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

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, Pacific Coast Sportfishing Magazine must comply with request.

STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-028-23**

REVIEWED _____

DATE **January 12, 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 **Cruisin' For A Cure** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

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

September 6 - 10, 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:

Cruisin' For A Cure

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

\$55,738.50

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. Association will make efforts to convey information within forty-eight (48) hours of notification of a potential claim and will provide Renter available information provided to them.
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.

Cruisin' For A Cure
25422 Trabuco Road, Suite 105-527
Lake Forest, CA 92630

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

By: _____ Date: _____
Title: **Debbie Baker, President**

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

EXHIBIT A

Event Information				
Event Name:	Cruisin' For A Cure		Contract No:	R-028-23
Contact Person:	Debbie Baker		Phone:	(714) 803-9216
Event Date:	9/9/2023		Hours:	Saturday: 6:00 AM - 4:00 PM
Admission Price:	General: \$17.00 Kids 12 & Under: Free			
Vehicle Parking Fee:	\$12.00 General Parking		Projected Attendance:	15,000
Facility Rental Fees				
Facility and/or Area Fees	Date-Time	Activity	Actual	
Wednesday				
Anaheim Building (#16)	09/06/2023 07:00 AM - 11:59 PM	Move In	*See Facility Fee	
Baja Blues Restaurant	09/06/2023 07:00 AM - 11:59 PM	Move In	*See Facility Fee	
Campground	09/06/2023 07:00 AM - 11:59 PM	Move In	*See Facility Fee	
Costa Mesa Building (#10)	09/06/2023 07:00 AM - 11:59 PM	Move In	*See Facility Fee	
Country Meadows	09/06/2023 07:00 AM - 11:59 PM	Move In	*See Facility Fee	
Huntington Beach Building (#12)	09/06/2023 07:00 AM - 11:59 PM	Move In	*See Facility Fee	
Livestock Lane	09/06/2023 07:00 AM - 11:59 PM	Move In	*See Facility Fee	
Los Alamitos Building (#14)	09/06/2023 07:00 AM - 11:59 PM	Move In	*See Facility Fee	
Main Mall	09/06/2023 07:00 AM - 11:59 PM	Move In	*See Facility Fee	
OC Promenade (Span)	09/06/2023 07:00 AM - 11:59 PM	Move In	*See Facility Fee	
Park Plaza	09/06/2023 07:00 AM - 11:59 PM	Move In	*See Facility Fee	
Parking Lot I	09/06/2023 07:00 AM - 11:59 PM	Move In	*See Facility Fee	
Plaza Pacifica	09/06/2023 07:00 AM - 11:59 PM	Move In	*See Facility Fee	
Santa Ana Pavilion (Parade of Products)	09/06/2023 07:00 AM - 11:59 PM	Move In	*See Facility Fee	
South Lawn	09/06/2023 07:00 AM - 11:59 PM	Move In	*See Facility Fee	
The Hangar	09/06/2023 07:00 AM - 11:59 PM	Move In	*See Facility Fee	
Thursday				
Anaheim Building (#16)	09/07/2023 07:00 AM - 11:59 PM	Move In	*See Facility Fee	
Baja Blues Restaurant	09/07/2023 07:00 AM - 11:59 PM	Move In	*See Facility Fee	
Campground	09/07/2023 07:00 AM - 11:59 PM	Move In	*See Facility Fee	
Costa Mesa Building (#10)	09/07/2023 07:00 AM - 11:59 PM	Move In	*See Facility Fee	
Country Meadows	09/07/2023 07:00 AM - 11:59 PM	Move In	*See Facility Fee	
Huntington Beach Building (#12)	09/07/2023 07:00 AM - 11:59 PM	Move In	*See Facility Fee	
Livestock Lane	09/07/2023 07:00 AM - 11:59 PM	Move In	*See Facility Fee	
Los Alamitos Building (#14)	09/07/2023 07:00 AM - 11:59 PM	Move In	*See Facility Fee	
Main Mall	09/07/2023 07:00 AM - 11:59 PM	Move In	*See Facility Fee	
OC Promenade (Span)	09/07/2023 07:00 AM - 11:59 PM	Move In	*See Facility Fee	
Park Plaza	09/07/2023 07:00 AM - 11:59 PM	Move In	*See Facility Fee	
Parking Lot I	09/07/2023 07:00 AM - 11:59 PM	Move In	*See Facility Fee	
Plaza Pacifica	09/07/2023 07:00 AM - 11:59 PM	Move In	*See Facility Fee	
Santa Ana Pavilion (Parade of Products)	09/07/2023 07:00 AM - 11:59 PM	Move In	*See Facility Fee	
South Lawn	09/07/2023 07:00 AM - 11:59 PM	Move In	*See Facility Fee	
The Hangar	09/07/2023 07:00 AM - 11:59 PM	Move In	*See Facility Fee	
Friday				
Anaheim Building (#16)	09/08/2023 07:00 AM - 11:59 PM	Move In	*See Facility Fee	
Baja Blues Restaurant	09/08/2023 07:00 AM - 11:59 PM	Move In	*See Facility Fee	
Campground	09/08/2023 07:00 AM - 11:59 PM	Move In	*See Facility Fee	
Costa Mesa Building (#10)	09/08/2023 07:00 AM - 11:59 PM	Move In	*See Facility Fee	
Country Meadows	09/08/2023 07:00 AM - 11:59 PM	Move In	*See Facility Fee	
Huntington Beach Building (#12)	09/08/2023 07:00 AM - 11:59 PM	Move In	*See Facility Fee	
Livestock Lane	09/08/2023 07:00 AM - 11:59 PM	Move In	*See Facility Fee	
Los Alamitos Building (#14)	09/08/2023 07:00 AM - 11:59 PM	Move In	*See Facility Fee	

EXHIBIT A

Event Information			
Main Mall	09/08/2023 07:00 AM - 11:59 PM	Move In	*See Facility Fee
OC Promenade (Span)	09/08/2023 07:00 AM - 11:59 PM	Move In	*See Facility Fee
Park Plaza	09/08/2023 07:00 AM - 11:59 PM	Move In	*See Facility Fee
Parking Lot I	09/08/2023 07:00 AM - 11:59 PM	Move In	*See Facility Fee
Plaza Pacifica	09/08/2023 07:00 AM - 11:59 PM	Move In	*See Facility Fee
Santa Ana Pavilion (Parade of Products)	09/08/2023 07:00 AM - 11:59 PM	Move In	*See Facility Fee
South Lawn	09/08/2023 07:00 AM - 11:59 PM	Move In	*See Facility Fee
The Hangar	09/08/2023 07:00 AM - 11:59 PM	Move In	*See Facility Fee
Saturday			
Anaheim Building (#16)	09/09/2023 06:00 AM - 04:00 PM	Event	% of Gross Admissions
Baja Blues Restaurant	09/09/2023 06:00 AM - 04:00 PM	Event	% of Gross Admissions
Campground	09/09/2023 06:00 AM - 04:00 PM	Event	% of Gross Admissions
Costa Mesa Building (#10)	09/09/2023 06:00 AM - 04:00 PM	Event	% of Gross Admissions
Country Meadows	09/09/2023 06:00 AM - 04:00 PM	Event	% of Gross Admissions
Huntington Beach Building (#12)	09/09/2023 06:00 AM - 04:00 PM	Event	% of Gross Admissions
Livestock Lane	09/09/2023 06:00 AM - 04:00 PM	Event	% of Gross Admissions
Los Alamitos Building (#14)	09/09/2023 06:00 AM - 04:00 PM	Event	% of Gross Admissions
Main Mall	09/09/2023 06:00 AM - 04:00 PM	Event	% of Gross Admissions
OC Promenade (Span)	09/09/2023 06:00 AM - 04:00 PM	Event	% of Gross Admissions
Park Plaza	09/09/2023 06:00 AM - 04:00 PM	Event	% of Gross Admissions
Parking Lot I	09/09/2023 06:00 AM - 04:00 PM	Event	% of Gross Admissions
Plaza Pacifica	09/09/2023 06:00 AM - 04:00 PM	Event	% of Gross Admissions
Santa Ana Pavilion (Parade of Products)	09/09/2023 06:00 AM - 04:00 PM	Event	% of Gross Admissions
South Lawn	09/09/2023 06:00 AM - 04:00 PM	Event	% of Gross Admissions
The Hangar	09/09/2023 06:00 AM - 04:00 PM	Event	% of Gross Admissions
Sunday			
Anaheim Building (#16)	09/10/2023 07:00 AM - 11:59 PM	Move Out	*See Facility Fee
Baja Blues Restaurant	09/10/2023 07:00 AM - 11:59 PM	Move Out	*See Facility Fee
Campground	09/10/2023 07:00 AM - 11:59 PM	Move Out	*See Facility Fee
Costa Mesa Building (#10)	09/10/2023 07:00 AM - 11:59 PM	Move Out	*See Facility Fee
Country Meadows	09/10/2023 07:00 AM - 11:59 PM	Move Out	*See Facility Fee
Huntington Beach Building (#12)	09/10/2023 07:00 AM - 11:59 PM	Move Out	*See Facility Fee
Livestock Lane	09/10/2023 07:00 AM - 11:59 PM	Move Out	*See Facility Fee
Los Alamitos Building (#14)	09/10/2023 07:00 AM - 11:59 PM	Move Out	*See Facility Fee
Main Mall	09/10/2023 07:00 AM - 11:59 PM	Move Out	*See Facility Fee
OC Promenade (Span)	09/10/2023 07:00 AM - 11:59 PM	Move Out	*See Facility Fee
Park Plaza	09/10/2023 07:00 AM - 11:59 PM	Move Out	*See Facility Fee
Parking Lot I	09/10/2023 07:00 AM - 11:59 PM	Move Out	*See Facility Fee
Plaza Pacifica	09/10/2023 07:00 AM - 11:59 PM	Move Out	*See Facility Fee
Santa Ana Pavilion (Parade of Products)	09/10/2023 07:00 AM - 11:59 PM	Move Out	*See Facility Fee
South Lawn	09/10/2023 07:00 AM - 11:59 PM	Move Out	*See Facility Fee
The Hangar	09/10/2023 07:00 AM - 11:59 PM	Move Out	*See Facility Fee

Total: *See Facility Fee

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 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.

***OCFEC shall retain fifteen percent (15%) of all Gross Admissions Revenue or \$24,600.00, whichever is greater.**

Move out must be completed by 12:00 PM Sunday - September 10, 2023 to avoid additional charges.

EXHIBIT A

Event Information						
Estimated Equipment Fee						
Description	Date-Time	Units		Rate		Actual
10 MB Internet - Hard Line	TBD	TBD	EA	150.00	EA/DAY	TBD
25 MB Internet - Hard Line	9/9/2023	1.00	EA	250.00	EA/DAY	250.00
20 Amp Drop	Estimate 1	1.00	EA	25.00	EA	25.00
30 Amp Drop	TBD	TBD	EA	50.00	EA	TBD
50 Amp Drop	Estimate 1	1.00	EA	70.00	EA	70.00
Audio Mixer	TBD	TBD	EA	35.00	EA	TBD
Barricade (Plastic)	Estimate 136	136.00	EA	15.00	EA	2,040.00
Bench (Metal)	Estimate 68	68.00	EA	15.00	EA	1,020.00
Cable Ramp	Estimate 10	10.00	EA	15.00	EA	150.00
Cube Tower	TBD	TBD	EA	100.00	EA	TBD
Dumpster	Estimate 59	59.00	EA	20.00	EA	1,180.00
Electrical Splitter Box	Estimate 4	4.00	EA	55.00	EA	220.00
Electrical Usage Rate	Estimate Only	1.00	EA	1,300.00	EVT	1,300.00
Forklift	Estimate 36 Hours	36.00	HR	75.00	HR	2,700.00
Man Lift	Estimate 32 Hours	32.00	HR	75.00	HR	2,400.00
Marquee Board	08/13/2023 - 09/09/2023	4.00	WK	Included		Included
Overall Public Address System	TBD	TBD	EA	250.00	EA/DAY	TBD
Picnic Table (Rectangular & Round)	Estimate 78	78.00	EA	15.00	EA	1,170.00
Portable Light Tower	TBD	TBD	EA	150.00	EA	TBD
Portable PA System (w/ Wired Mic, Stand and 2 Speakers)	TBD	TBD	EA	150.00	EA	TBD
Portable Electronic Message Board	9/9/2023	2.00	EA	75.00	EA/DAY	150.00
Pressure Washer	Estimate 16 Hours	16.00	HR	75.00	HR	1,200.00
Public Address System (Per Building)	9/9/2023	1.00	EA	75.00	EA/DAY	75.00
Sweeper (In-House)	Estimate 21 Hours	21.00	HR	75.00	HR	1,575.00
Ticket Booth (Double Window)	Estimate 8	8.00	EA	100.00	EA	800.00
Traffic Cone (Outside Rental)	Estimate 1	1.00	EA	2,750.00	EVT	2,750.00
Wind Master (Small)	TBD	TBD	EA	15.00	EA	TBD
Wireless Internet Router	Estimate 1	1.00	EA	75.00	EA	75.00
Wireless Microphone	TBD	TBD	EA	50.00	EA	TBD
Total:						19,150.00
Reimbursable Personnel and Services Fees						
Description	Date-Time	Units		Rate		Actual
<u>Admissions/Parking Sales</u>						
Admissions Office	09/09/2023 05:00AM - 05:00PM	1.00	EA	27.00	HR	324.00
Money Room Attendant	09/09/2023 05:00AM - 05:00PM	1.00	EA	30.00	HR	360.00
Ticket Seller Lead	09/09/2023 05:30AM - 03:30PM	1.00	EA	32.00	HR	320.00
Ticket Seller	09/09/2023 05:30AM - 03:30PM	10.00	EA	27.00	HR	2,700.00
Ticket Taker Lead	09/09/2023 04:00AM - 04:30PM	1.00	EA	32.00	HR	400.00
Ticket Taker (Green Gate)	09/09/2023 04:00AM - 04:30PM	1.00	EA	27.00	HR	337.50
Ticket Taker	09/09/2023 05:30AM - 04:30PM	7.00	EA	27.00	HR	2,079.00
<u>Event Operations</u>						
<u>Set Up</u>						
Grounds Attendant Lead	Estimate 4 Hours	4.00	HR	32.00	HR	128.00
Grounds Attendant	Estimate 32 Hours	32.00	HR	27.00	HR	864.00
Janitorial Attendant	Estimate 16 Hours	16.00	HR	27.00	HR	432.00
Electrician	Estimate 5 Hours	5.00	HR	67.50	HR	337.50

EXHIBIT A

Event Information

Event Day

Grounds Attendant Lead	09/09/2023 05:00AM - 05:00PM	1.00	EA	32.00	HR	384.00
Grounds Attendant	09/09/2023 05:00AM - 05:00PM	9.00	EA	27.00	HR	2,916.00
Janitorial Attendant Lead	09/09/2023 05:00AM - 04:00PM	1.00	EA	32.00	HR	352.00
Janitorial Attendant	09/09/2023 05:00AM - 05:00PM	16.00	EA	27.00	HR	5,184.00
Electrician	09/09/2023 05:00AM - 05:00PM	1.00	EA	67.50	HR	810.00

Clean Up

Grounds Attendant Lead	Estimate 4 Hours	4.00	HR	32.00	HR	128.00
Grounds Attendant	Estimate 56 Hours	56.00	HR	27.00	HR	1,512.00
Janitorial Attendant	Estimate 24 Hours	24.00	HR	27.00	HR	648.00
Electrician	Estimate 5 Hours	5.00	HR	67.50	HR	337.50

Event Sales & Services

Event Coordinator	09/09/2023 02:00AM - 05:00PM	1.00	EA	53.00	HR	795.00
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Parking

Parking Attendant Lead	Estimate 16 Hours	16.00	HR	32.00	HR	512.00
Parking Attendant	Estimate 80 Hours	80.00	HR	27.00	HR	2,160.00
Parking Attendant (Traffic Cones)	09/08/2023 07:00AM - 05:00PM	2.00	EA	27.00	HR	540.00

Safety & Security

Security Attendant	09/08/2023 08:00AM - 05:30PM	2.00	EA	27.00	HR	513.00
Security Attendant	09/08/2023 08:00AM - 08:00PM	6.00	EA	27.00	HR	1,944.00
Security Attendant - Overnight	09/08/2023 08:00PM - 03:30AM	3.00	EA	27.00	HR	607.50
Security Attendant Lead	09/09/2023 03:30AM - 06:30PM	1.00	EA	32.00	HR	480.00
Security Attendant	09/09/2023 03:30AM - 04:30PM	15.00	EA	27.00	HR	5,265.00

Technology

Technology Attendant	Estimate 8 Hours	8.00	HR	53.00	HR	424.00
Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00

Outside Services

Orange County Sheriff Services	Estimate Only	1.00	EA	2,300.00	EVT	2,300.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Trash Collection & Sweeping Services	TBD	TBD	EVT	TBD	EVT	TBD
Cash Handling Fees	TBD (Inclusive of Change Fund, Cash Deposit, Armored Truck)	TBD	EVT	TBD	EVT	TBD
Credit Card Fees	2.85%	TBD	EVT	TBD	EVT	TBD
Ticket Printing Fees	\$.05 per ticket	TBD	EVT	TBD	EVT	TBD

Total: 36,588.50

Summary

Facility Rental Total	*\$24,600.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$55,738.50

Grand Total (Excluding Admissions): \$55,738.50

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/6/2023	\$18,579.50
Second Payment	6/6/2023	\$18,579.50
Third Payment	8/6/2023	\$18,579.50

Total: \$55,738.50

EXHIBIT A

Event Information

Please Remit Payment in *Check Only*

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

ADMISSION CREDENTIALS

OCFEC will retain fifty (50) complimentary admission tickets for distribution to OCFEC employees and Board Members. Cruisin' For A Cure will retain three hundred (300) printed credential tickets for issuance to volunteers, two thousand (2,000) credentials for issuance to vendors and seven thousand (7,000) credentials for issuance to event participants. Additionally, one thousand five hundred (1,500) OCFEC ticket stock raffle tickets will be issued for placement into Cruisin' For A Cure goody bags.

ADMISSION SALES

Admission sales will be issued, sold and controlled exclusively by OCFEC. OCFEC shall retain fifteen percent (15%) of all Gross Admissions Revenue or \$24,600.00, whichever is greater. Gross Admissions Revenue minus OCFEC's percentage of ticket sales and any additional reimbursable fee will be paid by check to: Cruisin' For A Cure within ten (10) working days after conclusion of the event. \$10,000.00 will be held from the Gross Admissions Revenue to cover any outstanding bills not received and/or settled at time of initial settlement payment occurring within ten (10) working days of event conclusion.

ADVANCE TICKET SALES

Advance ticket sales will be issued, sold and controlled exclusively by OCFEC. Advance ticket sales will commence upon execution of the Rental Agreement. Advance ticket sales will conclude on **Wednesday, September 6, 2023 at 11:59 PM**. Advance tickets and event day tickets will be sold at the same price. OCFEC will sell advance tickets via the internet on TICKETMASTER.COM.

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.

COUPONS/DISCOUNTS

Cruisin' For A Cure will provide OCFEC with samples of coupons to be offered. Deadline for submittal of samples is **Monday, August 28, 2023**.

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, Cruisin' For A Cure must comply with request.**

STATE FIRE MARSHAL

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

FORM F-31

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

REVIEWED _____

DATE **February 6, 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 **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:

\$125.00 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 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.

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
Contact Person: Jose Torres, Officer
Event Dates: 01/01/2023 - 12/31/2023

Contract No: R-036-23
Phone: (714) 293-0387
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) 708-1572 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 & 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.**
- 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-038-23**

REVIEWED _____

DATE **February 4, 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 **Santa Ana 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, 2022 - December 31, 2022; January 1, 2023 - December 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:

Santa Ana 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:

2022 - \$100.00 per day

2023 - \$125.00 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.

**Santa Ana Police Department
20 Civic Center Plaza
Santa Ana, CA 92701**

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

By: _____ Date: _____
Title: **David Valentin, Chief of Police**

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

EXHIBIT "A"

Event Name:	Santa Ana Police Department Officer Training	Contract No:	R-038-23
Contact Person:	Damian Moreno, Officer	Phone:	(714) 245-8212
Event Dates:	01/01/2022 - 12/31/2022; 01/01/2023 - 12/31/2023	Hours:	7:00 AM - 4:00 PM
		Projected Attendance:	15

LOCATION(S):

2022 Available Parking Lot	\$100.00 Per Day
2023 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 2022 & 2023 calendar years.
- To contact the Event Sales & Services Department at (714) 708-1545 prior to scheduling any training sessions to ensure that the location is available.
- To pay \$125.00 per parking lot per day for all parking lot usage in 2023 in addition to the outstanding balances from 2022.
- **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, Santa Ana Police Department must comply with request.**

STATE FIRE MARSHAL

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

FORM F-31

REVIEWED _____

APPROVED _____

AGREEMENT NO. **R-061-23**

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 **Integrator Network** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

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

October 18 - 23, 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:

Home Tech Events

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

\$49,874.00

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.

Integrator Network
23 Robin Ridge
Aliso Viejo, CA 92656

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

By: _____ Date: _____
Title: **Mark Cichowski, CEO**

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

EXHIBIT A

Event Information					
Event Name:	Home Tech Events	Contract No:	R-061-23		
Contact Person:	Mark Cichowski	Phone:	(949) 395-2923		
Event Date:	10/20/2023 - 10/21/2023	Hours:	Friday:	12:00 PM - 7:00 PM	
			Saturday:	9:00 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>
Wednesday			
Huntington Beach Building (#12)	10/18/2023 08:00 AM - 08:00 PM	Move In	1,837.50
Santa Ana Pavilion (Parade of Products)	10/18/2023 08:00 AM - 08:00 PM	Move In	1,137.50
Thursday			
Courtyard	10/19/2023 08:00 AM - 08:00 PM	Move In	475.00
Crafters Village	10/19/2023 08:00 AM - 08:00 PM	Move In	625.00
Huntington Beach Building (#12)	10/19/2023 08:00 AM - 08:00 PM	Move In	1,837.50
Santa Ana Pavilion (Parade of Products)	10/19/2023 08:00 AM - 08:00 PM	Move In	1,137.50
Friday			
Courtyard	10/20/2023 12:00 PM - 07:00 PM	Event	950.00
Crafters Village	10/20/2023 12:00 PM - 07:00 PM	Event	1,250.00
Huntington Beach Building (#12)	10/20/2023 12:00 PM - 07:00 PM	Event	3,675.00
Santa Ana Pavilion (Parade of Products)	10/20/2023 12:00 PM - 07:00 PM	Event	2,275.00
Saturday			
Courtyard	10/21/2023 09:00 AM - 04:00 PM	Event	950.00
Crafters Village	10/21/2023 09:00 AM - 04:00 PM	Event	1,250.00
Huntington Beach Building (#12)	10/21/2023 09:00 AM - 04:00 PM	Event	3,675.00
Santa Ana Pavilion (Parade of Products)	10/21/2023 09:00 AM - 04:00 PM	Event	2,275.00
Sunday			
Huntington Beach Building (#12)	10/22/2023 06:00 AM - 11:59 PM	Move Out	1,837.50
Monday			
Huntington Beach Building (#12)	10/23/2023 06:00 AM - 11:59 PM	Move Out	1,837.50

Total: 27,025.00

Hosting of this event in the above specified spaces, Courtyard, Crafters Village, Huntington Beach Building and Santa Ana Pavilion, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also 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 Monday - October 23, 2023 to avoid additional charges.

Estimated Equipment Fees					
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>	<u>Actual</u>
50 Amp Drop	TBD	TBD	EA	70.00 EA	TBD
100 Amp Drop	TBD	TBD	EA	180.00 EA	TBD
200 Amp Drop	TBD	TBD	EA	360.00 EA	TBD
Barricade (Green)	Estimate 20	20.00	EA	15.00 EA	300.00
Chair (Individual)	TBD	TBD	EA	2.50 EA	TBD
Dumpster	Estimate 25	25.00	EA	20.00 EA	500.00
Electrical Splitter Box	Estimate 50	50.00	EA	55.00 EA	2,750.00
Electrical Usage Rate	Estimate Only	1.00	EA	2,000.00 EVT	2,000.00
Forklift	Estimate 2 Hours	2.00	HR	75.00 HR	150.00
Hang Tag - 2 Day	Estimate 150	150.00	EA	12.00 EA	1,800.00

EXHIBIT A

Event Information						
Picnic Table (Rectangular & Round)	Estimate 15	15.00	EA	15.00	EA	225.00
Portable Electronic Message Board	10/20/2023 - 10/21/2023	2.00	EA	75.00	EA/DAY	300.00
Public Address System (Per Building)	10/20/2023 - 10/21/2023	1.00	EA	75.00	EA/DAY	150.00
Man Lift	Estimate 2 Hours	2.00	HR	75.00	HR	150.00
Marquee Board	09/24/2023 - 10/21/2023	4.00	WK	Included		Included
Stanchion	Estimate 25	25.00	EA	5.00	EA	125.00
Sweeper (In-House)	Estimate 8 Hours	8.00	HR	75.00	HR	600.00
Total:						9,050.00

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 4 Hours	4.00	HR	32.00	HR	128.00
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 10 Hours	10.00	HR	67.50	HR	675.00
Event Day						
Grounds Attendant Lead	10/20/2023 11:00AM - 08:00PM	1.00	EA	32.00	HR	288.00
Grounds Attendant	10/20/2023 11:00AM - 08:00PM	3.00	EA	27.00	HR	729.00
Janitorial Attendant	10/20/2023 11:00AM - 08:00PM	4.00	EA	27.00	HR	972.00
Grounds Attendant Lead	10/21/2023 08:00AM - 05:00PM	1.00	EA	32.00	HR	288.00
Grounds Attendant	10/21/2023 08:00AM - 05:00PM	3.00	EA	27.00	HR	729.00
Janitorial Attendant	10/21/2023 08:00AM - 05:00PM	4.00	EA	27.00	HR	972.00
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 7 Hours	7.00	HR	67.50	HR	472.50
<u>Event Sales & Services</u>						
Event Coordinator	10/20/2023 11:00AM - 08:00PM	1.00	EA	53.00	HR	477.00
Event Coordinator	10/21/2023 08:00AM - 05:00PM	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	10/19/2023 10:00PM - 06:00AM	1.00	EA	27.00	HR	216.00
Security Attendant Lead	10/20/2023 11:00AM - 07:30PM	1.00	EA	32.00	HR	272.00
Security Attendant	10/20/2023 11:00AM - 07:30PM	3.00	EA	27.00	HR	688.50
Security Attendant - Overnight	10/20/2023 07:30PM - 08:00AM	1.00	EA	27.00	HR	337.50
Security Attendant Lead	10/21/2023 08:00AM - 04:30PM	1.00	EA	32.00	HR	272.00
Security Attendant	10/21/2023 08:00AM - 04:30PM	3.00	EA	27.00	HR	688.50
Security Attendant - Overnight	10/21/2023 04:30PM - 08:00AM	1.00	EA	27.00	HR	418.50
<u>Technology</u>						
Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00

EXHIBIT A

Event Information

Outside Services

Emergency Medical Services	10/20/2023 11:30AM - 07:30PM	2.00	EA	28.00	HR	448.00
Emergency Medical Services	10/21/2023 08:30AM - 04:30PM	2.00	EA	28.00	HR	448.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Total:						12,299.00

Summary

Facility Rental Total	\$27,025.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$21,349.00
Refundable Deposit	\$1,500.00
Grand Total:	\$49,874.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	<i>Upon Signing</i>	\$6,756.25
Second Payment	03/17/2023	\$14,372.75
Third Payment	06/16/2023	\$14,372.50
Fourth Payment	09/18/2023	\$14,372.50
Total:		\$49,874.00

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.

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, Integrator Network must comply with request.**

STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-062-23**

REVIEWED _____

DATE **January 20, 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 **Silver Ince Productions** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

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

April 21 - 23, 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:

OC Wine Fest

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

\$24,506.00

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

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

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

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

Silver Ince Productions
21131 Via Canon
Yorba Linda, CA 92887

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

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

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

EXHIBIT A

Event Information			
Event Name:	OC Wine Fest	Contract No:	R-062-23
Contact Person:	Corey Silverman	Phone:	(714) 865-4100
Event Date:	04/22/2023 - 04/23/2023	Hours:	Saturday: 11:00 AM - 8:00 PM Sunday: 11:00 AM - 3:00 PM
Admission Price:	TBD		
Vehicle Parking Fee:	\$12.00 General Parking	Projected Attendance:	1,800

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday			
The Hangar	04/21/2023 10:00 AM - 08:00 PM	Move In	1,937.50
Saturday			
The Hangar	04/22/2023 11:00 AM - 08:00 PM	Event	3,875.00
Sunday			
The Hangar	04/23/2023 11:00 AM - 03:00 PM	Event	3,875.00
Total:			9,687.50

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

Move out must be completed by 11:59 PM Sunday - April 23, 2023 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
50 Amp Drop	Estimate 1	1.00	EA	70.00	EA	70.00
200 Amp Drop	TBD	TBD	EA	360.00	EA	TBD
Barricade (Plastic)	Estimate 20	20.00	EA	15.00	EA	300.00
Dumpster	Estimate 19	19.00	EA	20.00	EA	380.00
Electrical Splitter Box	TBD	TBD	EA	55.00	EA	TBD
Electrical Usage Rate	Estimate Only	1.00	EA	750.00	EVT	750.00
Forklift	Estimate 2 Hours	2.00	HR	75.00	HR	150.00
Hang Tag - 2 Day	TBD	TBD	EA	12.00	EA	TBD
Man Lift	Estimate 9 Hours	9.00	HR	75.00	HR	675.00
Marquee Board	04/17/2023 - 04/23/2023	1.00	WK	Included		Included
Portable Electronic Message Board	04/22/2023 - 04/23/2023	2.00	EA	75.00	EA/DAY	300.00
Public Address System (Per Building)	TBD	TBD	EA	75.00	EA/DAY	TBD
Stanchion	Estimate 30	30.00	EA	5.00	EA	150.00
Sweeper (In-House)	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
Total:						3,000.00

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 14 Hours	14.00	HR	27.00	HR	378.00
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
Event Day						
Grounds Attendant Lead	04/22/2023 10:00AM - 09:00PM	1.00	EA	32.00	HR	352.00
Grounds Attendant	04/22/2023 10:00AM - 09:00PM	1.00	EA	27.00	HR	297.00
Janitorial Attendant	04/22/2023 10:00AM - 09:00PM	3.00	EA	27.00	HR	891.00
Electrician	TBD	TBD	EA	67.50	HR	TBD

EXHIBIT A

Event Information						
Grounds Attendant Lead	04/23/2023 10:00AM - 04:00PM	1.00	EA	32.00	HR	192.00
Grounds Attendant	04/23/2023 10:00AM - 04:00PM	1.00	EA	27.00	HR	162.00
Janitorial Attendant	04/23/2023 10:00AM - 04:00PM	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 14 Hours	14.00	HR	27.00	HR	378.00
Janitorial Attendant	Estimate 12 Hours	12.00	HR	27.00	HR	324.00
Electrician	Estimate 1 Hour	1.00	HR	67.50	HR	67.50
<u>Event Sales & Services</u>						
Event Coordinator	04/22/2023 10:00AM - 09:00PM	1.00	EA	53.00	HR	583.00
Event Coordinator	04/23/2023 10:00AM - 04:00PM	1.00	EA	53.00	HR	318.00
<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	04/22/2023 10:00AM - 08:30PM	1.00	EA	32.00	HR	336.00
Security Attendant	04/22/2023 10:00AM - 08:30PM	5.00	EA	27.00	HR	1,417.50
Security Attendant Lead	04/23/2023 10:00AM - 03:30PM	1.00	EA	32.00	HR	176.00
Security Attendant	04/23/2023 10:00AM - 03:30PM	5.00	EA	27.00	HR	742.50
<u>Technology</u>						
Technology Attendant	TBD (Audio Configuration)	TBD	EA	100.00	EVT	TBD
<u>Outside Services</u>						
Emergency Medical Services	04/22/2023 10:30AM - 08:30PM	2.00	EA	28.00	HR	560.00
Emergency Medical Services	04/23/2023 10:30AM - 03:30PM	2.00	EA	28.00	HR	280.00
Orange County Sheriff Services	TBD	TBD	EA	TBD	EVT	TBD
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Total:						9,818.50

Summary

Facility Rental Total	\$9,687.50
Estimated Equipment, Reimbursable Personnel and Services Total	\$12,818.50
Refundable Deposit	\$2,000.00
Grand Total:	\$24,506.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment (25% Facility Fee)	<i>Upon Signing</i>	\$2,421.88
Second Payment	02/21/2023	\$11,042.06
Third Payment	03/21/2023	\$11,042.06
Total:		\$24,506.00

Please Remit Payment in *Check or Credit Card Only*

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

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

EXHIBIT A

Event Information

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

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OAK VIEW GROUP dba OVG HOSPITALITY

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

RECYCLING / SB 1383

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

SOUND ORDINANCE

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

EXHIBIT A

Event Information

STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-063-23**

REVIEWED _____

DATE **January 27, 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 **CEDIA** 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 22 - 23, 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:

CEDIA Tech Summit

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

\$18,533.00

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.

CEDIA
8475 Nightfall Lane
Fishers, IN 46037

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

By: _____ Date: _____
Title: **Caryl Friedman, Chief Executive Officer**

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

EXHIBIT A

Event Information			
Event Name:	CEDIA Tech Summit	Contract No:	R-063-23
Contact Person:	Jennifer Roth	Phone:	(317) 250-3572
Event Date:	05/23/2023	Hours:	7:00 AM - 8:00 PM
Admission Price:	TBD		
Vehicle Parking Fee:	Parking Buyout (See Summary)	Projected Attendance:	400

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Monday			
Huntington Beach Building (#12)	05/22/2023 08:00 AM - 09:00 PM	Move In	1,837.50
Tuesday			
Huntington Beach Building (#12)	05/23/2023 07:00 AM - 08:00 PM	Event	3,675.00
Total:			5,512.50

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 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 Tuesday - May 23, 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 3	3.00	EA	25.00	EA	75.00
30 Amp Drop	Estimate 2	2.00	EA	50.00	EA	100.00
Barricade (Plastic)	TBD	TBD	EA	15.00	EA	TBD
Chair (Individual)	Estimate 100	100.00	EA	2.50	EA	250.00
Dumpster	Estimate 9	9.00	EA	20.00	EA	180.00
Electrical Splitter Box	TBD	TBD	EA	55.00	EA	TBD
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	05/23/2023	2.00	EA	75.00	EA/DAY	150.00
Ticket Booth	TBD	TBD	EA	100.00	EA	TBD
Sweeper (In-House)	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
Total:						1,630.00

Reimburable 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 6 Hours	6.00	HR	32.00	HR	192.00
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 2 Hours	2.00	HR	67.50	HR	135.00
Event Day						
Grounds Attendant Lead	05/23/2023 06:00AM - 09:00PM	1.00	EA	32.00	HR	480.00
Grounds Attendant	05/23/2023 06:00AM - 09:00PM	2.00	EA	27.00	HR	810.00
Janitorial Attendant	05/23/2023 06:00AM - 09:00PM	2.00	EA	27.00	HR	810.00
Electrician	05/23/2023 06:00AM - 09:00PM	1.00	EA	67.50	HR	1,012.50
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

EXHIBIT A

Event Information

Event Sales & Services

Event Coordinator	05/23/2023 06:00AM - 09:00PM	1.00	EA	53.00	HR	795.00
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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	05/23/2023 06:00AM - 08:30PM	3.00	EA	27.00	HR	1,174.50
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Technology

Technology Attendant	TBD (Audio Configuration)	TBD	EA	100.00	EVT	TBD
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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: 7,490.50

Summary

Facility Rental Total	\$5,512.50
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Estimated Equipment, Reimbursable Personnel and Services Total	\$9,120.50
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Parking Buyout (<i>Based upon 200 vehicles at \$12.00 per vehicle</i>)	\$2,400.00
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Refundable Deposit	\$1,500.00
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Grand Total: \$18,533.00

Payment Schedule

Payment Schedule

First Payment (25% Facility Fee)		
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Second Payment		
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Third Payment		
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Due Date

Upon Signing	
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03/22/2023	
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04/21/2023	
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Amount

\$1,378.13	
------------	--

\$8,577.50	
------------	--

\$8,577.37	
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Total: \$18,533.00

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.

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.

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, CEDIA must comply with request.**

STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-068-23**

REVIEWED _____

DATE **January 28, 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 **Share Our Selves 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 18, 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:

SOS Wild & Crazy Taco Night

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

\$12,444.50

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.

Share Our Selves Corporation
1550 Superior Avenue
Costa Mesa, CA 92627

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

By: _____ Date: _____
Title: Christy Ward, Chief Executive Officer

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

EXHIBIT A

Event Information			
Event Name:	SOS Wild & Crazy Taco Night	Contract No:	R-068-23
Contact Person:	Elizabeth Hopkins	Phone:	(949) 294-1009
Event Date:	05/18/2023	Hours:	VIP Pre-Party: 4:30 PM - 5:30 PM General Admission: 5:30 PM - 7:30 PM
Admission Price:	\$50.00 - \$70.00		
Vehicle Parking Fee:	Parking Buyout (See Summary)	Projected Attendance:	600

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Thursday			
Plaza Pacifica	05/18/2023 07:00 AM - 04:30 PM	Move In	No Charge
Plaza Pacifica	05/18/2023 04:30 PM - 07:30 PM	Event	1,650.00
Plaza Pacifica	05/18/2023 07:30 PM - 11:59 PM	Move Out	No Charge
Total:			1,650.00

Hosting of this event in the above specified space, Plaza Pacifica, 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 - May 18, 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 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
Barricade (Metal)	TBD	TBD	EA	15.00 EA	TBD
Cable Ramp	TBD	TBD	EA	15.00 EA	TBD
Chair (Individual)	TBD	TBD	EA	2.50 EA	TBD
Dumpster	Estimate 10	10.00	EA	20.00 EA	200.00
Electrical Splitter Box	Estimate 2	2.00	EA	55.00 EA	110.00
Electrical Usage Rate	Estimate Only	1.00	EA	300.00 EVT	300.00
Man Lift	TBD	TBD	HR	75.00 HR	TBD
Marquee Board	05/12/2023 - 05/18/2023	1.00	WK	Included	Included
Picnic Table (Rectangular & Round)	Estimate 10	10.00	EA	15.00 EA	150.00
Portable PA System (w/ Wired Mic, Stand and 4 Speakers)	TBD	TBD	EA	300.00 EA/DAY	TBD
Portable Electronic Message Board	05/18/2023	2.00	EA	75.00 EA/DAY	150.00
Pressure Washer	TBD	TBD	HR	75.00 HR	TBD
Stanchion	TBD	TBD	EA	5.00 EA	TBD
Sweeper (In-House)	Estimate 2 Hours	2.00	HR	75.00 HR	150.00
Total:					1,110.00

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 12 Hours	12.00	HR	27.00	HR	324.00
Janitorial Attendant	Estimate 10 Hours	10.00	HR	27.00	HR	270.00
Electrician	Estimate 2 Hours	2.00	HR	67.50	HR	135.00
Event Day						
Grounds Attendant Lead	05/18/2023 03:30PM - 08:30PM	1.00	EA	32.00	HR	160.00
Grounds Attendant	05/18/2023 03:30PM - 08:30PM	2.00	EA	27.00	HR	270.00
Janitorial Attendant	05/18/2023 03:30PM - 08:30PM	2.00	EA	27.00	HR	270.00
Electrician	TBD	TBD	EA	67.50	HR	TBD

EXHIBIT A

Event Information

Clean Up

Grounds Attendant	Estimate 12 Hours	12.00	HR	27.00	HR	324.00
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 Sales & Services

Event Coordinator	05/18/2023 03:30PM - 08:30PM	1.00	EA	53.00	HR	265.00
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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 Lead	05/18/2023 03:30PM - 08:00PM	1.00	EA	32.00	HR	144.00
Security Attendant	05/18/2023 03:30PM - 08:00PM	2.00	EA	27.00	HR	243.00

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

Technology

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

Emergency Medical Services**	TBD	TBD	EA	28.00	HR	TBD
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Sound Engineer	05/18/2023	1.00	EA	800.00	EA/DAY	800.00

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

Total: 4,584.50

Summary

Facility Rental Total	\$1,650.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$5,694.50
Parking Buyout (Based upon 300 vehicles at \$12.00 per vehicle)	\$3,600.00
Refundable Deposit	\$1,500.00

Grand Total: \$12,444.50

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment (25% Facility Fee)	Upon Signing	\$412.50
Second Payment	03/17/2023	\$6,016.00
Third Payment	04/18/2023	\$6,016.00

Total: \$12,444.50

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

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, Share Our Selves Corporation must comply with request.**

STATE FIRE MARSHAL

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



R_____

A_____

**AMENDMENT TO GRAN BAILE ROMANTICO
(FEBRUARY 2023)**

DATE: February 3, 2023

RENTAL AGREEMENT: R-059-23

AMENDMENT #1

Except as herein amended, all other terms and conditions remain as previously agreed upon.

ADDITION TO EXHIBIT A: EVENT INFORMATION

Projected Attendance: 2,000

ADDITION TO EXHIBIT A: REIMBURSABLE PERSONNEL AND SERVICES FEES

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Insurance				
S.E.L.I. Insurance	02/18/2023	1.00 EA	245.00 EA/DAY	245.00
<i>Due to S.E.L.I. coverage expiration, move out must be completed by 11:59 AM on Sunday - February 19, 2023.</i>				
Total:				245.00

Summary

Rental Agreement Facility Fee Total	\$3,875.00
Rental Agreement Estimated Equipment, Reimbursable Personnel and Services Total	\$10,232.50
Revised Amendment #1 Estimated Equipment, Reimbursable Personnel and Services Total	\$10,477.50
Refundable Deposit	\$1,500.00
Grand Total:	\$15,852.50

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	PAID	\$15,607.50
Second Payment	<i>Upon Signing</i>	\$245.00
Total:		\$15,852.50

EEntertainment
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

