

FORM F-31

REVIEWED _____

APPROVED _____

AGREEMENT NO. **R-005-23**

DATE **February 7, 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 **The OC Marathon** 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 3 - 8, 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 Marathon

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

\$105,040.25

(Final Settlement subject to \$116,900.00 Minimum Guarantee terms as specified on Exhibit A)

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.

**The OC Marathon
3100 Airway Avenue
Costa Mesa, CA 92626**

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

By: _____ Date: _____
Title: Gary Kutscher, Chief Executive Officer

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

EXHIBIT A

Event Information				
Event Name:	OC Marathon	Contract No:	R-005-23	
Contact Person:	Gary Kutscher	Phone:	(714) 330-8048	
Event Date:	05/05/2023 - 05/07/2023	Hours:	Expo:	Friday: 4:00 PM - 8:00 PM
				Saturday: 9:00 AM - 5:00 PM
			Kids Run	Saturday: 8:00 AM - 12:00 PM
			5K Festival:	Saturday: 3:00 PM - 7:00 PM
			5K Run:	Saturday: 5:00 PM - 7:00 PM
			OC Marathon:	Sunday: 5:30 AM - 3:00 PM
		Projected Attendance Marathon:	17,000	
		Projected Attendance Kids Run:	8,000	
Vehicle Parking Fee:	\$12.00 General Parking	Projected Attendance 5K Run:	2,500	
Facility Rental Fees				
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>	
Wednesday				
Costa Mesa Building (#10) - Expo	05/03/2023 06:00 AM - 11:00 PM	Move In	2,337.50	
Thursday				
Costa Mesa Building (#10) - Expo	05/04/2023 06:00 AM - 11:00 PM	Move In	2,337.50	
Santa Ana Pavilion (Parade of Products) - Expo	05/04/2023 06:00 AM - 11:00 PM	Move In	Included	
Friday				
Crafters Village - Kids Run	05/05/2023 12:00 PM - 08:00 PM	Move In	625.00	
Park Plaza - Kids Run	05/05/2023 12:00 PM - 08:00 PM	Move In	825.00	
Costa Mesa Building (#10) - Expo	05/05/2023 04:00 PM - 08:00 PM	Event	4,675.00	
Santa Ana Pavilion (Parade of Products) - Expo	05/05/2023 04:00 PM - 08:00 PM	Event	Included	
Saturday				
Crafters Village - Kids Run	05/06/2023 08:00 AM - 12:00 PM	Event	1,250.00	
Park Plaza - Kids Run	05/06/2023 08:00 AM - 12:00 PM	Event	1,650.00	
Costa Mesa Building (#10) Expo	05/06/2023 09:00 AM - 05:00 PM	Event	4,675.00	
Santa Ana Pavilion (Parade of Products) - Expo	05/06/2023 09:00 AM - 05:00 PM	Event	Included	
Main Mall - 5K	05/06/2023 03:00 PM - 07:00 PM	Event	Included	
Streets - 5K	05/06/2023 03:00 PM - 07:00 PM	Event	1,400.00	
Sunday				
Campground - For Trucks, Water & Supplies	05/07/2023 05:30 AM - 03:00 PM	Event	2,550.00	
Country Meadows - Marathon	05/07/2023 05:30 AM - 03:00 PM	Event	2,050.00	
Main Mall - Marathon	05/07/2023 05:30 AM - 03:00 PM	Event	1,850.00	
Streets - Marathon	05/07/2023 05:30 AM - 03:00 PM	Event	1,400.00	
Monday	05/08/2023 06:00 AM - 11:59 AM	Move Out	No Charge	
			Total:	27,625.00

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 ensurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.

Move out must be completed by 11:59 AM Monday - May 8, 2023 avoid additional charges.

2023 agreement provides for exclusive use of District's (OCFEC) parking lots (EQC parking area not included) during dates of this event.

2024 exclusive use is subject to annual review and mutually agreed upon amendment.

All Facility Rental Fees for 2024 are subject to change and shall be based upon the then applicable approved rates.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>		
10 MB Internet - Kids Run	05/06/2023	1.00 EA	150.00 EA/DAY	150.00		
10 MB Internet - Main Mall	05/06/2023 - 05/07/2023	1.00 EA	150.00 EA/DAY	300.00		

EXHIBIT A

Event Information							
10 MB Internet - Merch	05/05/2023 - 05/06/2023	1.00	EA	150.00	EA/DAY	300.00	
10 MB Internet - Office	05/04/2023 - 05/07/2023	1.00	EA	150.00	EA/DAY	600.00	
10 MB Internet - POP	05/05/2023 - 05/07/2023	1.00	EA	150.00	EA/DAY	450.00	
10 MB Internet - Timing Tent	05/07/2023	1.00	EA	150.00	EA/DAY	150.00	
25 MB Internet - Hard Line	TBD	TBD	EA	250.00	EA/DAY	TBD	
50 MB Internet - Hard Line	TBD	TBD	EA	450.00	EA/DAY	TBD	
20 Amp Drop	Estimate 5	5.00	EA	25.00	EA	125.00	
50 Amp Drop	Estimate 2	2.00	EA	70.00	EA	140.00	
100 Amp Drop	Estimate 1	1.00	EA	180.00	EA	180.00	
40 Yard Dumpster	Estimate 4	4.00	EA	225.00	EA	900.00	
Audio Mixer	Estimate 1	1.00	EA	35.00	EA	35.00	
Barricade (Plastic)	Estimate 55	55.00	EA	15.00	EA	825.00	
Bleacher (100 Seat Section)	Estimate 4	4.00	EA	250.00	EA	1,000.00	
Cable Ramp	Estimate 30	30.00	EA	15.00	EA	450.00	
Chair (Individual)	TBD	TBD	EA	2.50	EA	TBD	
Dumpster	TBD	TBD	EA	20.00	EA	TBD	
Electrical Splitter Box	Estimate 15	15.00	EA	55.00	EA	825.00	
Electrical Usage Rate	Estimate Only	1.00	EA	5,150.00	EVT	5,150.00	
Forklift	Estimate 15 Hours	15.00	HR	75.00	HR	1,125.00	
Forklift (Fence)	Estimate 15 Hours	15.00	HR	75.00	HR	1,125.00	
Forklift (40 Yard Dumpster)	Estimate 20 Hours	20.00	HR	75.00	HR	1,500.00	
Information Booth	Estimate 2	2.00	EA	150.00	EA	300.00	
Man Lift	Estimate 30 Hours	30.00	HR	75.00	HR	2,250.00	
Marquee Board	04/10/2023 - 05/07/2023	4.00	WK	Included		Included	
Picnic Table (Rectangular & Round)	Estimate 25	25.00	EA	15.00	EA	375.00	
Portable Electronic Message Board	05/05/2023 - 05/07/2023	2.00	EA	75.00	EA/DAY	450.00	
Public Address System (Per Building)	05/05/2023 - 05/06/2023	1.00	EA	75.00	EA/DAY	150.00	
Scissor Lift	TBD	TBD	HR	75.00	HR	TBD	
Stanchion	TBD	TBD	EA	5.00	EA	TBD	
Sweeper (In-House)	Estimate 12 Hours	12.00	HR	75.00	HR	900.00	
Tonnage Weight (40 Yard Dumpster)	Estimate 12 Tons	12.00	TON	86.00	TON	1,032.00	
Wireless Internet Router	Estimate 5	5.00	EA	75.00	EA	375.00	
Wireless Microphone	Estimate 1	1.00	EA	50.00	EA	50.00	
Total:						21,212.00	

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 50 Hours	50.00	HR	27.00	HR	1,350.00
Grounds Attendant (Fencing)	Estimate 5 Hours	5.00	HR	27.00	HR	135.00
Janitorial Attendant	Estimate 40 Hours	40.00	HR	27.00	HR	1,080.00
Electrician	Estimate 13 Hours	13.00	HR	67.50	HR	877.50
Event Day						
Expo 4:00 PM - 8:00 PM						
Grounds Attendant Lead	05/05/2023 02:00PM - 08:00PM	1.00	EA	32.00	HR	192.00
Grounds Attendant	05/05/2023 02:00PM - 08:00PM	3.00	EA	27.00	HR	486.00
Janitorial Attendant	05/05/2023 08:00AM - 02:00PM	2.00	EA	27.00	HR	324.00
Janitorial Attendant	05/05/2023 02:00PM - 08:00PM	4.00	EA	27.00	HR	648.00
Electrician	05/05/2023 02:00PM - 08:00PM	1.00	EA	67.50	HR	405.00

EXHIBIT A

Event Information

Kids Run 8:00 AM - 12:00 PM / Expo 9:00 AM - 5:00 PM

Grounds Attendant Lead	05/06/2023 06:00AM - 05:00PM	1.00	EA	32.00	HR	352.00
Grounds Attendant	05/06/2023 06:00AM - 05:00PM	3.00	EA	27.00	HR	891.00
Janitorial Attendant Lead	05/06/2023 06:00AM - 05:00PM	1.00	EA	32.00	HR	352.00
Janitorial Attendant	05/06/2023 06:00AM - 05:00PM	12.00	EA	27.00	HR	3,564.00
Electrician	05/06/2023 06:00AM - 05:00PM	1.00	EA	67.50	HR	742.50

5K Festival 3:00 PM - 7:00 PM / 5K 5:00 PM - 7:00 PM

Grounds Attendant Lead	05/06/2023 02:00PM - 08:00PM	1.00	EA	32.00	HR	192.00
Grounds Attendant	05/06/2023 02:00PM - 08:00PM	3.00	EA	27.00	HR	486.00
Janitorial Attendant Lead	05/06/2023 02:00PM - 08:00PM	1.00	EA	32.00	HR	192.00
Janitorial Attendant	05/06/2023 02:00PM - 08:00PM	8.00	EA	27.00	HR	1,296.00
Electrician	05/06/2023 02:00PM - 08:00PM	1.00	EA	67.50	HR	405.00

OC Marathon 5:30 AM - 3:00 PM

Grounds Attendant Lead	05/07/2023 04:30AM - 03:00PM	1.00	EA	32.00	HR	336.00
Grounds Attendant	05/07/2023 04:30AM - 03:00PM	3.00	EA	27.00	HR	850.50
Janitorial Attendant Lead	05/07/2023 04:30AM - 03:00PM	1.00	EA	32.00	HR	336.00
Janitorial Attendant	05/07/2023 04:30AM - 03:00PM	14.00	EA	27.00	HR	3,969.00
Janitorial Attendant	05/07/2023 07:00AM - 03:00PM	2.00	EA	27.00	HR	432.00
Electrician	05/07/2023 04:30AM - 03:00PM	1.00	EA	67.50	HR	708.75

Clean Up

Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	32.00	HR	256.00
Grounds Attendant	Estimate 40 Hours	40.00	HR	27.00	HR	1,080.00
Grounds Attendant (Fencing)	Estimate 5 Hours	5.00	HR	27.00	HR	135.00
Janitorial Attendant	Estimate 32 Hours	32.00	HR	27.00	HR	864.00
Electrician	Estimate 10 Hours	10.00	HR	67.50	HR	675.00

Event Sales & Services

Event Coordinator	05/05/2023 02:00PM - 08:00PM	1.00	EA	53.00	HR	318.00
Event Coordinator	05/06/2023 06:00AM - 08:00PM	1.00	EA	53.00	HR	742.00
Event Coordinator	05/07/2023 03:00AM - 03:00PM	1.00	EA	53.00	HR	636.00

Parking

Set Up

Parking Attendant Lead	Estimate 10 Hours	10.00	HR	32.00	HR	320.00
Parking Attendant	Estimate 30 Hours	30.00	HR	27.00	HR	810.00

Event Day

Parking Attendant Lead - Kids Run	05/06/2023 06:00AM - 01:00PM	1.00	EA	32.00	HR	224.00
Parking Attendant - Kids Run	05/06/2023 06:00AM - 01:00PM	3.00	EA	27.00	HR	567.00
Parking Attendant Lead - 5K	05/06/2023 03:00PM - 08:00PM	1.00	EA	32.00	HR	160.00
Parking Attendant - 5K	05/06/2023 03:00PM - 08:00PM	3.00	EA	27.00	HR	405.00

Course Set Up

Parking Attendant Lead	05/07/2023 01:00AM - 06:00AM	1.00	EA	32.00	HR	160.00
Parking Attendant	05/07/2023 01:00AM - 06:00AM	3.00	EA	27.00	HR	405.00

Course Teardown

Parking Attendant Lead	05/07/2023 02:00PM - 06:00PM	1.00	EA	32.00	HR	128.00
Parking Attendant	05/07/2023 02:00PM - 06:00PM	1.00	EA	27.00	HR	108.00

EXHIBIT A

Event Information

Safety & Security

Set Up

Security Attendant	05/03/2023 05:00PM - 12:00AM	1.00	EA	27.00	HR	189.00
Security Attendant - Overnight	05/03/2023 05:00PM - 08:00AM	2.00	EA	27.00	HR	810.00
Security Attendant	05/04/2023 08:00AM - 05:00PM	2.00	EA	27.00	HR	486.00
Security Attendant - Overnight	05/04/2023 05:00PM - 08:30AM	4.00	EA	27.00	HR	1,674.00

Event Day

Expo 4:00 PM - 8:00 PM

Security Attendant Lead - Expo	05/05/2023 03:00PM - 08:30PM	1.00	EA	32.00	HR	176.00
Security Attendant - Expo	05/05/2023 03:00PM - 08:30PM	8.00	EA	27.00	HR	1,188.00
Security Attendant - Overnight	05/05/2023 05:00PM - 08:00AM	2.00	EA	27.00	HR	810.00
Security Attendant - Overnight	05/05/2023 07:30PM - 08:00AM	2.00	EA	27.00	HR	675.00

Kids Run 8:00 AM - 12:00 PM / Expo 9:00 AM - 5:00 PM

Security Attendant Lead - Kids Run/Expo	05/06/2023 07:00AM - 05:30PM	1.00	EA	32.00	HR	336.00
Security Attendant - Kids Run	05/06/2023 07:00AM - 12:30PM	13.00	EA	27.00	HR	1,930.50
Security Attendant - Expo	05/06/2023 07:00AM - 05:30PM	2.00	EA	27.00	HR	567.00
Security Attendant - Expo	05/06/2023 08:00AM - 05:30PM	6.00	EA	27.00	HR	1,539.00

5K Festival 3:00 PM - 7:00 PM / 5K 5:00 PM - 7:00 PM

Security Attendant Lead - 5K	05/06/2023 02:00PM - 08:00PM	1.00	EA	32.00	HR	192.00
Security Attendant - 5K	05/06/2023 02:00PM - 08:00PM	11.00	EA	27.00	HR	1,782.00
Security Attendant - Overnight	05/06/2023 08:00PM - 06:00AM	2.00	EA	27.00	HR	540.00

OC Marathon 5:30 AM - 12:00 PM

Security Attendant Lead	05/07/2023 03:00AM - 03:00PM	1.00	EA	32.00	HR	384.00
Security Attendant - Bus Loder	05/07/2023 03:30AM - 01:00PM	4.00	EA	27.00	HR	1,026.00
Security Attendant	05/07/2023 06:30AM - 01:00PM	16.00	EA	27.00	HR	2,808.00
Security Attendant - Overnight	05/07/2023 02:00PM - 08:00AM	1.00	EA	27.00	HR	486.00

**Security staffing requirements are subject to change at the discretion of the OCFEC Safety & Security Department.*

Technology

Technology Attendant	Estimate 3 Hours	3.00	HR	53.00	HR	159.00
Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00

Outside Services

Costa Mesa Police Department	TBD	TBD	EA	TBD	EVT	TBD
Orange County Sheriff Services	TBD	TBD	EA	TBD	EVT	TBD
Sound Engineer	05/06/2023 - 05/07/2023	1.00	EA	800.00	EA/DAY	1,600.00
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	2,500.00	EVT	2,500.00

Total: 51,203.25

Summary

Facility Rental Total	\$27,625.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$72,415.25
Refundable Deposit	\$5,000.00

Grand Total: \$105,040.25

EXHIBIT A

Event Information

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	<i>Upon Signing</i>	\$52,520.25
Second Payment	04/03/2023	\$52,520.00
Total:		\$105,040.25

Please Remit Payment in *Check Only*

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

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

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.

APPROVED BOOKING OF ADJOINING EVENT – OC MARATHON

If OCFEC proposes booking of another compatible event to occur during the dates of this agreement, and the event is approved by the OC Marathon, then Parking Sales and Food & Beverage Commissions derived from the approved event will apply to the calculation of the \$116,900 minimum guarantee. Facility Rental Fees and Reimbursable Personnel/Outside Services Fees realized by OCFEC from the approved event will not apply to the calculation of the \$116,900 minimum guarantee.

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.

GUARANTEE

The OC Marathon guarantees the OC Fair & Event Center (OCFEC) a minimum of \$116,900 in annual event revenues in 2023 derived from Facility Rental Fees, Parking Sales and Food & Beverage (F&B) Commissions, and then the applicable base minimum for each contracted event year through 2024 is subject to an escalator rate not to exceed 3% annually. Equipment Fees and Reimbursable Personnel/Outside Services Fees are not applicable to calculation of each year's minimum guarantee.

OAK VIEW GROUP dba OVG HOSPITALITY

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

EXHIBIT A

Event Information

RECYCLING / SB 1383

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

SETTLEMENT

OCFEC will prepare a detailed settlement summary comparing all actual reimbursable expenses to contracted expenses within ten (10) business days of conclusion of the event. Any net amount due will be invoiced, and any net credit will be refunded. At the same time, a reconciliation of total event revenues (Facility Rental Fees, Parking Sales and F&B Commissions) will be completed, and any shortfall against the \$116,900 minimum guarantee will be invoiced and be payable immediately upon receipt.

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, The OC Marathon must comply with request.**

STATE FIRE MARSHAL

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

FORM F-31

REVIEWED _____

APPROVED _____

AGREEMENT NO. **R-014-23**

DATE **February 7, 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 **Bonnier Corporation** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

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

September 11 - 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:

Sand Sports Super Show

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

\$191,694.50

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.

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

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

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

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

EXHIBIT A

Event Information			
Event Name:	Sand Sports Super Show	Contract No:	R-014-23
Contact Person:	Tracy Feinsilver	Phone:	(212) 779-5576
Event Date:	09/15/2023 - 09/17/2023	Hours:	Friday: 4:00 PM - 10:00 PM Saturday: 9:00 AM - 7:00 PM Sunday: 9:00 AM - 4:00 PM
Admission Price:	Advance Sale Adult: \$16.00 - \$33.00 Adult: \$20.00 - \$37.00 Advance Sale Child: \$6.00 - \$10.00 Child: \$7.00 - \$12.00 Child 5 & Under: Free		
Vehicle Parking Fee:	\$12.00 General Parking	Projected Attendance:	35,000

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Monday			
Anaheim Building (#16)	09/11/2023 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Costa Mesa Building (#10)	09/11/2023 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Country Meadows	09/11/2023 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Crafters Village	09/11/2023 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Huntington Beach Building (#12)	09/11/2023 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Los Alamitos Building (#14)	09/11/2023 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Main Mall	09/11/2023 06:00 AM - 11:00 PM	Move In	*See Facility Fee
OC Promenade (Span)	09/11/2023 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Park Plaza	09/11/2023 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Parking Lot I	09/11/2023 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Parking Lot P	09/11/2023 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Santa Ana Pavilion (Parade of Products)	09/11/2023 06:00 AM - 11:00 PM	Move In	*See Facility Fee
South Lawn	09/11/2023 06:00 AM - 11:00 PM	Move In	*See Facility Fee
The Hangar	09/11/2023 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Tuesday			
Anaheim Building (#16)	09/12/2023 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Costa Mesa Building (#10)	09/12/2023 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Country Meadows	09/12/2023 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Crafters Village	09/12/2023 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Huntington Beach Building (#12)	09/12/2023 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Los Alamitos Building (#14)	09/12/2023 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Main Mall	09/12/2023 06:00 AM - 11:00 PM	Move In	*See Facility Fee
OC Promenade (Span)	09/12/2023 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Park Plaza	09/12/2023 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Parking Lot I	09/12/2023 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Parking Lot P	09/12/2023 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Santa Ana Pavilion (Parade of Products)	09/12/2023 06:00 AM - 11:00 PM	Move In	*See Facility Fee
South Lawn	09/12/2023 06:00 AM - 11:00 PM	Move In	*See Facility Fee
The Hangar	09/12/2023 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Wednesday			
Anaheim Building (#16)	09/13/2023 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Costa Mesa Building (#10)	09/13/2023 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Country Meadows	09/13/2023 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Crafters Village	09/13/2023 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Huntington Beach Building (#12)	09/13/2023 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Los Alamitos Building (#14)	09/13/2023 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Main Mall	09/13/2023 06:00 AM - 11:00 PM	Move In	*See Facility Fee
OC Promenade (Span)	09/13/2023 06:00 AM - 11:00 PM	Move In	*See Facility Fee

EXHIBIT A

Event Information			
Park Plaza	09/13/2023 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Parking Lot I	09/13/2023 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Parking Lot P	09/13/2023 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Santa Ana Pavilion (Parade of Products)	09/13/2023 06:00 AM - 11:00 PM	Move In	*See Facility Fee
South Lawn	09/13/2023 06:00 AM - 11:00 PM	Move In	*See Facility Fee
The Hangar	09/13/2023 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Thursday			
Anaheim Building (#16)	09/14/2023 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Costa Mesa Building (#10)	09/14/2023 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Country Meadows	09/14/2023 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Crafters Village	09/14/2023 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Huntington Beach Building (#12)	09/14/2023 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Los Alamitos Building (#14)	09/14/2023 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Main Mall	09/14/2023 06:00 AM - 11:00 PM	Move In	*See Facility Fee
OC Promenade (Span)	09/14/2023 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Park Plaza	09/14/2023 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Parking Lot I	09/14/2023 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Parking Lot P	09/14/2023 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Santa Ana Pavilion (Parade of Products)	09/14/2023 06:00 AM - 11:00 PM	Move In	*See Facility Fee
South Lawn	09/14/2023 06:00 AM - 11:00 PM	Move In	*See Facility Fee
The Hangar	09/14/2023 06:00 AM - 11:00 PM	Move In	*See Facility Fee
Friday			
Anaheim Building (#16)	09/15/2023 04:00 PM - 10:00 PM	Event	*See Facility Fee
Costa Mesa Building (#10)	09/15/2023 04:00 PM - 10:00 PM	Event	*See Facility Fee
Country Meadows	09/15/2023 04:00 PM - 10:00 PM	Event	*See Facility Fee
Crafters Village	09/15/2023 04:00 PM - 10:00 PM	Event	*See Facility Fee
Huntington Beach Building (#12)	09/15/2023 04:00 PM - 10:00 PM	Event	*See Facility Fee
Los Alamitos Building (#14)	09/15/2023 04:00 PM - 10:00 PM	Event	*See Facility Fee
Main Mall	09/15/2023 04:00 PM - 10:00 PM	Event	*See Facility Fee
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Park Plaza	09/15/2023 04:00 PM - 10:00 PM	Event	*See Facility Fee
Parking Lot I	09/15/2023 04:00 PM - 10:00 PM	Event	*See Facility Fee
Parking Lot P	09/15/2023 04:00 PM - 10:00 PM	Event	*See Facility Fee
Santa Ana Pavilion (Parade of Products)	09/15/2023 04:00 PM - 10:00 PM	Event	*See Facility Fee
South Lawn	09/15/2023 04:00 PM - 10:00 PM	Event	*See Facility Fee
The Hangar	09/15/2023 04:00 PM - 10:00 PM	Event	*See Facility Fee
Saturday			
Anaheim Building (#16)	09/16/2023 09:00 AM - 07:00 PM	Event	*See Facility Fee
Costa Mesa Building (#10)	09/16/2023 09:00 AM - 07:00 PM	Event	*See Facility Fee
Country Meadows	09/16/2023 09:00 AM - 07:00 PM	Event	*See Facility Fee
Crafters Village	09/16/2023 09:00 AM - 07:00 PM	Event	*See Facility Fee
Huntington Beach Building (#12)	09/16/2023 09:00 AM - 07:00 PM	Event	*See Facility Fee
Los Alamitos Building (#14)	09/16/2023 09:00 AM - 07:00 PM	Event	*See Facility Fee
Main Mall	09/16/2023 09:00 AM - 07:00 PM	Event	*See Facility Fee
OC Promenade (Span)	09/16/2023 09:00 AM - 07:00 PM	Event	*See Facility Fee
Park Plaza	09/16/2023 09:00 AM - 07:00 PM	Event	*See Facility Fee
Parking Lot I	09/16/2023 09:00 AM - 07:00 PM	Event	*See Facility Fee
Parking Lot P	09/16/2023 09:00 AM - 07:00 PM	Event	*See Facility Fee

EXHIBIT A

Event Information			
Santa Ana Pavilion (Parade of Products)	09/16/2023 09:00 AM - 07:00 PM	Event	*See Facility Fee
South Lawn	09/16/2023 09:00 AM - 07:00 PM	Event	*See Facility Fee
The Hangar	09/16/2023 09:00 AM - 07:00 PM	Event	*See Facility Fee
Sunday			
Anaheim Building (#16)	09/17/2023 09:00 AM - 04:00 PM	Event	*See Facility Fee
Costa Mesa Building (#10)	09/17/2023 09:00 AM - 04:00 PM	Event	*See Facility Fee
Country Meadows	09/17/2023 09:00 AM - 04:00 PM	Event	*See Facility Fee
Crafters Village	09/17/2023 09:00 AM - 04:00 PM	Event	*See Facility Fee
Huntington Beach Building (#12)	09/17/2023 09:00 AM - 04:00 PM	Event	*See Facility Fee
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South Lawn	09/17/2023 09:00 AM - 04:00 PM	Event	*See Facility Fee
The Hangar	09/17/2023 09:00 AM - 04:00 PM	Event	*See Facility Fee
Monday			
Anaheim Building (#16)	09/18/2023 06:00 AM - 11:00 PM	Move Out	*See Facility Fee
Costa Mesa Building (#10)	09/18/2023 06:00 AM - 11:00 PM	Move Out	*See Facility Fee
Country Meadows	09/18/2023 06:00 AM - 11:00 PM	Move Out	*See Facility Fee
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Santa Ana Pavilion (Parade of Products)	09/18/2023 06:00 AM - 11:00 PM	Move Out	*See Facility Fee
South Lawn	09/18/2023 06:00 AM - 11:00 PM	Move Out	*See Facility Fee
The Hangar	09/18/2023 06:00 AM - 11:00 PM	Move Out	*See Facility Fee

Total: *See Facility Fee

***Facility Rental Fee - - - OCFEC shall retain twenty percent (20%) of all Gross Admissions Revenue up to One Hundred Thousand Dollars (\$100,000) and Seventeen percent (17%) of all Gross Admissions Revenue over One Hundred Thousand Dollars (\$100,000) from the Sand Sports Super Show.**

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

Move out must be completed by 11:00 PM Monday - September 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>
10 MB Internet - Hard Line	TBD (2022 = 7)	TBD	EA	150.00 EA/DAY	TBD
20 Amp Drop	Estimate 75	75.00	EA	25.00 EA	1,875.00
30 Amp Drop	TBD	TBD	EA	50.00 EA	TBD
50 Amp Drop	Estimate 15	15.00	EA	70.00 EA	1,050.00
100 Amp Drop	Estimate 5	5.00	EA	180.00 EA	900.00

EXHIBIT A

Event Information						
200 Amp Drop	Estimate 5	5.00	EA	360.00	EA	1,800.00
400 Amp Drop	TBD	TBD	EA	720.00	EA	TBD
40 Yard Dumpster	Estimate 14	14.00	EA	225.00	EA	3,150.00
Barricade (Metal)	TBD (2022 = 75)	TBD	EA	15.00	EA	TBD
Barricade (Plastic)	Estimate 100	100.00	EA	15.00	EA	1,500.00
Bench (Metal)	Estimate 20	20.00	EA	15.00	EA	300.00
Bleacher (100 Seat Section)	TBD	TBD	EA	250.00	EA	TBD
Cable Ramp	Estimate 145	145.00	EA	15.00	EA	2,175.00
Chair (Individual)	Estimate 50	50.00	EA	2.50	EA	125.00
Cube Tower	Estimate 4	4.00	EA	100.00	EA	400.00
Dumpster	TBD	TBD	EA	20.00	EA	TBD
Electrical Splitter Box	Estimate 85	85.00	EA	55.00	EA	4,675.00
Electrical Usage Rate	Estimate Only	1.00	EA	4,650.00	EVT	4,650.00
Forklift	Estimate 125 Hours	125.00	HR	75.00	HR	9,375.00
Forklift (40 Yard Dumpster)	Estimate 50 Hours	50.00	HR	75.00	HR	3,750.00
Hang Tag - 3 Day	Estimate 950	950.00	EA	18.00	EA	17,100.00
Man Lift	TBD	TBD	HR	75.00	HR	TBD
Marquee Board (4 Consecutive Weeks)	08/21/2023 - 09/17/2023	4.00	WK	Included		Included
Overall Public Address System	09/15/2023 - 09/17/2023	1.00	EA	250.00	EA/DAY	750.00
Picnic Table (Rectangular & Round)	Estimate 50	50.00	EA	15.00	EA	750.00
Portable Electronic Message Board	09/15/2023 - 09/17/2023	4.00	EA	75.00	EA/DAY	900.00
Projector (12,000 Lumens)	TBD	TBD	EA	3,000.00	EA/DAY	TBD
Projector Screen in Hangar	TBD	TBD	EA	300.00	EA/DAY	TBD
Propane	TBD	TBD	EA	4.90	GAL	TBD
Roller w/ Operator	Estimate 1 Hour	1.00	HR	75.00	HR	75.00
RV Camping (Campground)	TBD	TBD	EA	45.00	EA	TBD
Scissor Lift	Estimate 10 Hours	10.00	HR	75.00	HR	750.00
Signage Pole	Estimate 6	6.00	EA	75.00	EA	450.00
Signage/Banners	TBD	TBD	EA	TBD	EVT	TBD
Stanchion	Estimate 100	100.00	EA	5.00	EA	500.00
Sweeper (In-House)	Estimate 32 Hours	32.00	HR	75.00	HR	2,400.00
Ticket Booth (Double Window)	Estimate 8	8.00	EA	100.00	EA	800.00
Tonnage Weight (40 Yard Dumpster)	Estimate 27 Tons	27.00	TON	86.00	TON	2,322.00
Tractor w/ Operator	Estimate 4 Hours	4.00	HR	75.00	HR	300.00
Trussing Unit	Estimate 2	2.00	EA	100.00	EA	200.00
Umbrella w/ Stand	Estimate 50	50.00	EA	15.00	EA	750.00
Water Truck (Includes Water)	TBD	TBD	HR	80.00	HR	TBD
Wireless Internet Router	TBD	TBD	EA	75.00	EA	TBD
Yellow Bollard	Estimate 16	16.00	EA	15.00	EA	240.00

Total: 64,012.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Admissions</u>						
Ticket Auditor	Estimate 13 Hours	13.00	HR	27.00	HR	351.00
<u>Event Operations</u>						
<u>Set Up</u>						
Grounds Attendant Lead	Estimate 16 Hours	16.00	HR	32.00	HR	512.00
Grounds Attendant	Estimate 92 Hours	92.00	HR	27.00	HR	2,484.00
Janitorial Attendant	Estimate 72 Hours	72.00	HR	27.00	HR	1,944.00
Electrician	Estimate 105 Hours	105.00	HR	67.50	HR	7,087.50
Plumber	Estimate 16 Hours	16.00	HR	67.50	HR	1,080.00

EXHIBIT A

Event Information

Event Day

Grounds Attendant Lead	09/15/2023 02:00PM - 11:00PM	1.00	EA	32.00	HR	288.00
Grounds Attendant	09/15/2023 02:00PM - 11:00PM	7.00	EA	27.00	HR	1,701.00
Janitorial Attendant Lead	09/15/2023 02:00PM - 12:00AM	1.00	EA	32.00	HR	320.00
Janitorial Attendant	09/15/2023 02:00PM - 12:00AM	26.00	EA	27.00	HR	7,020.00
Electrician	09/15/2023 03:00PM - 10:00PM	1.00	EA	67.50	HR	472.50
Plumber	09/15/2023 03:00PM - 10:00PM	1.00	EA	67.50	HR	472.50
Grounds Attendant Lead	09/16/2023 08:00AM - 08:00PM	1.00	EA	32.00	HR	384.00
Grounds Attendant	09/16/2023 08:00AM - 08:00PM	7.00	EA	27.00	HR	2,268.00
Janitorial Attendant Lead	09/16/2023 08:00AM - 09:00PM	1.00	EA	32.00	HR	416.00
Janitorial Attendant	09/16/2023 08:00AM - 09:00PM	26.00	EA	27.00	HR	9,126.00
Electrician	09/16/2023 08:00AM - 07:00PM	1.00	EA	67.50	HR	742.50
Plumber	09/16/2023 08:00AM - 07:00PM	1.00	EA	67.50	HR	742.50
Grounds Attendant Lead	09/17/2023 08:00AM - 06:00PM	1.00	EA	32.00	HR	320.00
Grounds Attendant	09/17/2023 08:00AM - 06:00PM	7.00	EA	27.00	HR	1,890.00
Janitorial Attendant Lead	09/17/2023 08:00AM - 05:00PM	1.00	EA	32.00	HR	288.00
Janitorial Attendant	09/17/2023 08:00AM - 05:00PM	26.00	EA	27.00	HR	6,318.00
Electrician	09/17/2023 08:00AM - 04:00PM	1.00	EA	67.50	HR	540.00
Plumber	09/17/2023 08:00AM - 04:00PM	1.00	EA	67.50	HR	540.00

Clean Up

Grounds Attendant Lead	Estimate 16 Hours	16.00	HR	32.00	HR	512.00
Grounds Attendant	Estimate 90 Hours	90.00	HR	27.00	HR	2,430.00
Janitorial Attendant	Estimate 40 Hours	40.00	HR	27.00	HR	1,080.00
Electrician	Estimate 84 Hours	84.00	HR	67.50	HR	5,670.00
Plumber	Estimate 16 Hours	16.00	HR	67.50	HR	1,080.00

Event Sales & Services

Event Coordinator	09/15/2023 03:00PM - 11:00PM	1.00	EA	53.00	HR	424.00
Event Coordinator	09/16/2023 08:00AM - 11:00PM	1.00	EA	53.00	HR	795.00
Event Coordinator	09/17/2023 08:00AM - 05:00PM	1.00	EA	53.00	HR	477.00

Parking

Set Up

Parking Attendant Lead	09/13/2023 06:00AM - 10:00PM	2.00	EA	32.00	HR	1,024.00
Parking Attendant	09/13/2023 06:00AM - 10:00PM	5.00	EA	27.00	HR	2,160.00
Parking Attendant Lead	09/14/2023 06:00AM - 05:00PM	2.00	EA	32.00	HR	704.00
Parking Attendant	09/14/2023 06:00AM - 05:00PM	5.00	EA	27.00	HR	1,485.00

Clean Up

Parking Attendant	09/18/2023 04:00PM - 06:00PM	4.00	EA	27.00	HR	216.00
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Safety & Security

Security Attendant Lead	09/14/2023 07:00AM - 09:00PM	1.00	EA	32.00	HR	448.00
Security Attendant Lead	09/15/2023 02:00PM - 11:00PM	1.00	EA	32.00	HR	288.00
Security Attendant Lead	09/16/2023 07:00AM - 08:00PM	1.00	EA	32.00	HR	416.00
Security Attendant Lead	09/17/2023 07:00AM - 07:00PM	1.00	EA	32.00	HR	384.00

EXHIBIT A

Event Information

Technology

Set Up

CAD Services	Estimate 16 Hours	16.00	HR	53.00	HR	848.00
Creative Services	TBD	TBD	HR	53.00	HR	TBD
Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00

Event Day

Technology Attendant	09/15/2023 04:00PM - 10:00PM	1.00	EA	53.00	HR	318.00
Technology Attendant	09/16/2023 09:00AM - 07:00PM	1.00	EA	53.00	HR	530.00
Technology Attendant	09/17/2023 09:00AM - 04:00PM	1.00	EA	53.00	HR	371.00

Outside Services

Costa Mesa Police Department	TBD	TBD	EA	TBD	EVT	TBD
Orange County Sheriff Services	09/15/2023 Estimate Only	1.00	EA	1,950.00	EVT	1,950.00
Orange County Sheriff Services	09/16/2023 Estimate Only	1.00	EA	3,250.00	EVT	3,250.00
Orange County Sheriff Services	09/17/2023 Estimate Only	1.00	EA	2,300.00	EVT	2,300.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	5.00	HR	263.00	HR	1,315.00
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	9,800.00	EVT	9,800.00

Insurance

S.E.L.I. Group Insurance	TBD	TBD	EA	TBD	EA/DAY	TBD
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Total: 87,682.50

Summary

Facility Rental Total	***% of Gross
Facility Fees Advance	\$30,000.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$151,694.50
Refundable Deposit	\$10,000.00

Grand Total: \$191,694.50

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/12/2023	\$53,898.50
Second Payment	6/12/2023	\$53,898.00
Third Payment	8/11/2023	\$53,898.00
Fourth Payment*	9/14/2023	\$30,000.00
Final Payment**	9/22/2023	TBD

Total: \$191,694.50

*Facility Fees Advance

**Final payment of Facility Fee TBD based on 2023 Gross Admissions Revenue.

EXHIBIT A

Event Information

ADMISSIONS REQUIREMENTS

Pre Event

On **Thursday - September 14, 2023** (prior to the Sand Sports Super Show opening day), OCFEC staff auditors shall receive an online ticket report for all presale and online ticket sales.

Event Days

On **Friday - September 15, 2023** through **Sunday - September 17, 2023**, OCFEC staff auditors shall receive a daily and event-to-date report at the conclusion of each event day.

Final cumulative report is to be submitted to OCFEC on **Sunday - September 17, 2023** at the conclusion of the event.

Facility Rental Fee

\$30,000 partial payment of Gross Admissions percentage-based Facility Fee is due no later than **Thursday - September 14, 2023**. Final payment of the Gross Admissions Facility Fee balance is due no later than **Friday - September 22, 2023**. Payment is to be submitted by Cashier's Check or Bank Wire.

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

BANNERS

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

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/wpcontent/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf>

EXHIBIT V

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

FACILITY RENTAL FEES & REIMBURSABLE EXPENSES

OCFEC shall receive the above specified \$30,000 of Gross Admissions Revenue in advance of event opening to cover partial Facility Rental Fees. Balance of OCFEC's Gross Admissions share will be collected at final settlement. All additional reimbursable expenses shall be itemized and deducted from the refundable deposit.

EXHIBIT A

Event Information

FUTURE TERMS

Future terms and agreements subject to change.

GLASS

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

OAK VIEW GROUP dba OVG HOSPITALITY

All food and beverage service must be discussed with and approved by OVG Hospitality, the OCFEC Master Concessionaire. OVG Hospitality will increase the price of beer by \$1.00. Bonnier Corporation will then receive a \$1.00 rebate per unit of beer sold, less CA Sales Tax.

PEPSI BEVERAGES

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

RIGGING

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

SECURITY

Security staffing requirements are subject to change at the discretion of the OCFEC Security Department. **No armed security is allowed on site**, with the exception of the Orange County Sheriffs. Security plan must be submitted to OCFEC Safety and Security by August 14, 2023 for review and approval.

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 required by OCFEC as a sound mitigation measure (see above sound mitigation terms).** Should the Sound Engineer/Sound Monitor or Event Coordinator request that the volume of music, sound or noise be lowered or turned off, Bonnier Corporation must comply with request.

STATE FIRE MARSHAL

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

TEMPORARY STRUCTURES

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

TENT STAKING

Placement of tent stakes must be approved by the OCFEC Facilities/Maintenance Department to avoid hitting infrastructure located underground. Please contact your Event Coordinator to make arrangements.

FORM F-31

AGREEMENT NO. **R-017-23**

REVIEWED _____

DATE **February 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 **Englebrecht Promotions & Events** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

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

April 12 - 13, 2023

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

See Exhibit A

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

Fight Club OC

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

\$16,717.25

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

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

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

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

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

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

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

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

EXHIBIT A

Event Information				
Event Name:	Fight Club OC	Contract No:	R-017-23	
Contact Person:	Roy Englebrecht	Phone:	(949) 235-6155	
Event Date:	04/13/2023	Hours:	Happy Hour (Baja Blues):	5:30 PM - 6:30 PM
			Doors:	6:00 PM
Admission Price:	Adult: \$40.00 - \$80.00		Event:	7:00 PM - 10:00 PM
Vehicle Parking Fee:	\$12.00 General Parking	Projected Attendance:	1,400	

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Wednesday			
The Hangar	04/12/2023 06:00 AM - 11:59 PM	Move In	550.00
Thursday			
The Hangar	04/13/2023 05:30 PM - 10:00 PM	Event	2,700.00
Total:			3,250.00

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

Move out must be completed by 11:59 PM Thursday - April 13, 2023 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
25 MB Internet - Hard Line	04/13/2023	1.00	EA	250.00	EA/DAY	250.00
100 Amp Drop	Estimate 2	2.00	EA	180.00	EA	360.00
200 Amp Drop	As Needed Per Request	TBD	EA	360.00	EA	TBD
Barricade (Plastic)	Flat Rate (Delivery & Pick Up Only, No Set Up)	1.00	EA	200.00	FLAT	200.00
Bleacher (100 Seat Section)	Estimate 3	3.00	EA	200.00	EA	600.00
Cable Ramp	TBD	TBD	EA	15.00	EA	TBD
Chair (Tied)	Estimate 1,000	1,000.00	EA	2.00	EA	2,000.00
Chair (Individual)	Estimate 300	300.00	EA	1.00	EA	300.00
Dumpster	Estimate 6	6.00	EA	20.00	EA	120.00
Electrical Splitter Box	TBD	TBD	EA	55.00	EA	TBD
Electrical Usage Rate	Estimate Only	1.00	EA	250.00	EVT	250.00
Folding Table (Rectangular)	Estimate 2	2.00	EA	15.00	EA	30.00
Forklift	Estimate 6 Hours	6.00	HR	75.00	HR	450.00
Man Lift (Banners)	Estimate 4 Hours	4.00	HR	75.00	HR	300.00
Marquee Board	04/07/2023 - 04/13/2023	1.00	WK	Included		Included
Portable Electronic Message Board	04/13/2023	2.00	EA	75.00	EA/DAY	150.00
Projector and Screen	04/13/2023	1.00	EA	1,500.00	EA/DAY	1,500.00
Scissor Lift (Production)	Estimate 2 Hours	2.00	HR	75.00	HR	150.00
Stanchion	Estimate 45	45.00	EA	1.00	EA	45.00
Sweeper (In-House)	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
Trussing Unit	TBD	TBD	EA	100.00	EA	TBD
Wireless Internet Router	Estimate 2	2.00	EA	75.00	EA	150.00
Total:						7,080.00

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

EXHIBIT A

Event Information

Event Day

Grounds Attendant Lead	04/13/2023 05:30PM - 10:00PM	1.00	EA	32.00	HR	144.00
Grounds Attendant	04/13/2023 05:30PM - 10:00PM	2.00	EA	27.00	HR	243.00
Janitorial Attendant	04/13/2023 05:30PM - 10:00PM	2.00	EA	27.00	HR	243.00
Electrician	04/13/2023 05:30PM - 10:00PM	1.00	EA	67.50	HR	303.75

Clean Up

Grounds Attendant Lead	Estimate 5 Hours	5.00	HR	32.00	HR	160.00
Grounds Attendant	Estimate 10 Hours	10.00	HR	27.00	HR	270.00
Janitorial Attendant	Estimate 4 Hours	4.00	HR	27.00	HR	108.00
Electrician	Estimate 2 Hours	2.00	HR	67.50	HR	135.00

Event Sales & Services

Event Coordinator	04/13/2023 05:30PM - 10:00PM	1.00	EA	53.00	HR	238.50
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Parking

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

Security Attendant Lead	04/13/2023 06:15PM - 10:45PM	1.00	EA	32.00	HR	144.00
Security Attendant	04/13/2023 06:15PM - 10:45PM	5.00	EA	27.00	HR	607.50
Security Attendant	04/13/2023 04:30PM - 09:00PM	2.00	EA	27.00	HR	243.00

Technology

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

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

Total: 5,887.25

Summary

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

Grand Total: \$16,717.25

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	03/29/2023	\$8,358.75
Second Payment	04/05/2023	\$8,358.50

Total: \$16,717.25

Please Remit Payment in *Check Only*

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

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

EXHIBIT A

Event Information

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

BOOKING PROTECTION

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

CHAIRS

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

COMPLIMENTARY PARKING PASSES

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT V

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

FUTURE TERMS

Future terms and agreements subject to change.

OAK VIEW GROUP dba OVG HOSPITALITY

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

RECYCLING / SB 1383

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

EXHIBIT A

Event Information

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

FORM F-31

REVIEWED _____

APPROVED _____

AGREEMENT NO. **R-038-23**

DATE **March 9, 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 **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, 2023 – 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:

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:

\$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**

ATTEST:

CITY OF SANTA ANA

NORMA OROZCO
Acting Clerk of the Council

KRISTINE RIDGE
City Manager

APPROVED AS TO FORM:

SONIA R. CARVALHO
City Attorney

By: _____
TAMARA BOGOSIAN
Senior Assistant City Attorney

RECOMMENDED FOR APPROVAL:

DAVID VALENTIN
Chief of Police

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:	01/01/2023 - 12/31/2023	Hours:	7:00 AM - 4:00 PM

Projected Attendance: 15

LOCATION(S):

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 2023 calendar year.
- To contact the Event Sales & Services Department at (714) 708-1545 prior to scheduling any training sessions to ensure that the location is available.
- To pay \$125.00 per parking lot per day for all parking lot usage in 2023, in addition Renter shall compensate for parking lot usage in 2022. Renter agrees to pay OCFEC for services provided in calendar year 2022 totaling \$2,000.00 as provided in invoice #'s 12377, 12376, 12375, 12112 and 12053, which shall be incorporated by reference. Parties agree that this amount and invoices reflect all services and outstanding invoices for calendar year 2022 and no other outstanding amounts are owed by Renter.
- **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-064-23**

DATE **February 23, 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 **Orange County Wine Society** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

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

April 22, 2023

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

See Exhibit A

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

OCWS - Wine Auction

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

\$4,662.00

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

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

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

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

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

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

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

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

EXHIBIT A

Event Information			
Event Name:	OCWS - Wine Auction	Contract No:	R-064-23
Contact Person:	Fran Gitsham	Phone:	(714) 287-9663
Event Date:	04/22/2023	Hours:	Saturday: 11:00 AM - 4:00 PM

Admission Price:	OCWS Members Only		
Vehicle Parking Fee:	No Charge (Private Event)	Projected Attendance:	150

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Saturday			
Huntington Beach Building (#12)*	04/22/2023 08:00 AM - 11:00 AM	Move In	No Charge
Huntington Beach Building (#12)*	04/22/2023 11:00 AM - 04:00 PM	Event	575.00

*(Up to 15% of 1,465 building capacity)

Total: 575.00

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 insurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.

Move out must be completed by 11:59 PM Saturday - April 22, 2023 to avoid additional charges.

Estimated Equipment Fees					
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>	<u>Actual</u>
10 MB Internet - Hard Line	04/22/2023	1.00	EA	150.00 EA/DAY	150.00
Dumpster	Estimate 5	5.00	EA	20.00 EA	100.00
Electrical Usage Rate	Estimate Only	1.00	EA	250.00 EVT	250.00
Forklift	Estimate 15 Hours	15.00	HR	75.00 HR	1,125.00
Picnic Table (Rectangular & Round)	Estimate 85	85.00	EA	15.00 EA	1,275.00
Public Address System (Per Building)	04/22/2023	1.00	EA	75.00 EA/DAY	75.00
Sweeper (In-House)	Estimate 4 Hours	4.00	HR	75.00 HR	300.00
Total:					3,275.00

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 4 Hours	4.00	HR	27.00	HR	108.00
Electrician	Estimate 1 Hour	1.00	HR	67.50	HR	67.50
Clean Up						
Grounds Attendant	Estimate 4 Hours	4.00	HR	27.00	HR	108.00
Janitorial Attendant	Estimate 4 Hours	4.00	HR	27.00	HR	108.00
Electrician	Estimate 1 Hour	1.00	HR	67.50	HR	67.50
<u>Technology</u>						
Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00
Technology Attendant	Estimate 1 Hour	1.00	HR	53.00	HR	53.00
Total:						612.00

Summary

Facility Rental Total	\$575.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$3,887.00
Refundable Deposit	\$200.00

Grand Total: \$4,662.00

EXHIBIT A

Event Information

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	03/22/2023	\$4,662.00
Total:		\$4,662.00

Please Remit Payment in *Check Only*

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT V

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

RECYCLING / SB 1383

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

EXHIBIT A

Event Information

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

FORM F-31

REVIEWED _____

APPROVED _____

AGREEMENT NO. **R-065-23**

DATE **February 17, 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 **Orange County Wine Society** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

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

April 30, 2023

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

See Exhibit A

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

OCWS - Spring Membership Event

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

\$2,452.00

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

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

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

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

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

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

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

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

EXHIBIT A

Event Information			
Event Name:	OCWS - Spring Membership Event	Contract No:	R-065-23
Contact Person:	Fran Gitsham	Phone:	(714) 287-9663
Event Date:	04/30/2023	Hours:	Sunday: 3:00 PM - 7:00 PM
Vehicle Parking Fee:	No Charge (Private Event)	Projected Attendance:	130

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Sunday			
Courtyard	04/30/2023 10:00 AM - 03:00 PM	Move In	No Charge
Courtyard	04/30/2023 03:00 PM - 07:00 PM	Event	475.00
Total:			475.00

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

Move out must be completed by 11:59 PM Sunday - April 30, 2023 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
Dumpster	Estimate 4	4.00	EA	20.00	EA	80.00
Electrical Splitter Box	Estimate 2	2.00	EA	55.00	EA	110.00
Electrical Usage Rate	Estimate Only	1.00	EA	250.00	EVT	250.00
Forklift	Estimate 4 Hours	4.00	HR	75.00	HR	300.00
Picnic Table (Rectangular & Round)	Estimate 20	20.00	EA	15.00	EA	300.00
Straw Bale	TBD	TBD	EA	5.00	EA	TBD
Sweeper (In-House)	Estimate 2 Hours	2.00	HR	75.00	HR	150.00
Total:						1,190.00

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 2 Hours	2.00	HR	32.00	HR	64.00
Grounds Attendant	Estimate 4 Hours	4.00	HR	27.00	HR	108.00
Electrician	Estimate 1 Hour	1.00	HR	67.50	HR	67.50
Clean Up						
Grounds Attendant Lead	Estimate 2 Hours	2.00	HR	32.00	HR	64.00
Grounds Attendant	Estimate 4 Hours	4.00	HR	27.00	HR	108.00
Janitorial Attendant	Estimate 4 Hours	4.00	HR	27.00	HR	108.00
Electrician	Estimate 1 Hour	1.00	HR	67.50	HR	67.50
Total:						587.00

Summary

Facility Rental Total	\$475.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$1,777.00
Refundable Deposit	\$200.00
Grand Total:	\$2,452.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	03/30/2023	\$2,452.00
Total:		\$2,452.00

EXHIBIT A

Event Information

Please Remit Payment in *Check Only*

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT V

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

RECYCLING / SB 1383

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

EXHIBIT A

Event Information

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-070-23**

REVIEWED _____

DATE **February 17, 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 **American Gymnastics Academy** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

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

March 23 - 26, 2023

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

See Exhibit A

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

2023 Level 6-10/Xcel P&D State Championships

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

\$53,795.00

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.

American Gymnastics Academy
2277 Redondo Avenue
Signal Hill, CA 90755

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

By: _____ Date: _____
Title: **Shane McIntyre, Owner**

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

EXHIBIT A

Event Information			
Event Name:	2023 Level 6-10/Xcel P&D State Championships	Contract No:	R-070-23
		Phone:	(562) 209-4848
Contact Person:	Shane McIntyre	Hours:	Friday & Saturday: 7:00 AM - 10:00 PM
Event Date:	03/24/2023 - 03/26/2023		Sunday: 7:00 AM - 8:00 PM

Admission Price:	Adults: \$15.00 Children (10 & Under): \$8.00 Senior (65+): \$10.00
Vehicle Parking Fee:	\$12.00 General Parking
Projected Attendance:	1,500

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Thursday			
Costa Mesa Building (#10)	03/23/2023 07:00 AM - 09:00 PM	Move In	2,337.50
Santa Ana Pavilion (Parade of Products)	03/23/2023 07:00 AM - 09:00 PM	Move In	1,137.50
Friday			
Costa Mesa Building (#10)	03/24/2023 07:00 AM - 10:00 PM	Event	4,675.00
Santa Ana Pavilion (Parade of Products)	03/24/2023 07:00 AM - 10:00 PM	Event	2,275.00
Saturday			
Costa Mesa Building (#10)	03/25/2023 07:00 AM - 10:00 PM	Event	4,675.00
Santa Ana Pavilion (Parade of Products)	03/25/2023 07:00 AM - 10:00 PM	Event	2,275.00
Sunday			
Costa Mesa Building (#10)	03/26/2023 07:00 AM - 08:00 PM	Event	4,675.00
Santa Ana Pavilion (Parade of Products)	03/26/2023 07:00 AM - 08:00 PM	Event	2,275.00
Costa Mesa Building (#10)	03/26/2023 08:00 PM - 11:59 PM	Move Out	No Charge
Santa Ana Pavilion (Parade of Products)	03/26/2023 08:00 PM - 11:59 PM	Move Out	No Charge
Total:			24,325.00

Hosting of this event in the above specified spaces, Costa Mesa Building and Santa Ana Pavilion, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also 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 - March 26, 2023 to avoid additional charges.

Estimated Equipment Fees					
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>	<u>Actual</u>
10 MB Internet - Hard Line	TBD	TBD	EA	150.00 EA/DAY	TBD
20 Amp Drop	TBD	TBD	EA	25.00 EA	TBD
Barricade (Plastic)	TBD	TBD	EA	15.00 EA	TBD
Bleacher (75 Seat Section)	Estimate 2	2.00	EA	200.00 EA	400.00
Bleachers (100 Seat Section)	Estimate 2	2.00	EA	250.00 EA	500.00
Chair (Individual)	Estimate 200	200.00	EA	2.50 EA	500.00
Dumpster	Estimate 10	10.00	EA	20.00 EA	200.00
Electrical Splitter Box	TBD	TBD	EA	55.00 EA	TBD
Electrical Usage Rate	Estimate Only	1.00	EA	2,250.00 EVT	2,250.00
Forklift	Estimate 6 Hours	6.00	HR	75.00 HR	450.00
Man Lift	Estimate 2 Hours	2.00	HR	75.00 HR	150.00
Marquee Board	03/20/2023 - 03/26/2023	1.00	WK	Included	Included
Picnic Table (Rectangular & Round)	TBD	TBD	EA	15.00 EA	TBD
Portable Electronic Message Board	03/24/2023 - 03/26/2023	2.00	EA	75.00 EA/DAY	450.00
Public Address System (Per Building)	03/24/2023 - 03/26/2023	1.00	EA	75.00 EA/DAY	225.00
Stanchion	TBD	TBD	EA	5.00 EA	TBD
Sweeper (In-House)	Estimate 10 Hours	10.00	HR	75.00 HR	750.00
Wireless Internet Router	TBD	TBD	EA	75.00 EA	TBD
Total:					5,875.00

Event Information

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
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Total: 22,095.00

EXHIBIT A

Event Information

Summary

Facility Rental Total	\$24,325.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$27,970.00
Refundable Deposit	\$1,500.00

Grand Total: \$53,795.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	<i>Upon Signing</i>	\$26,897.50
Second Payment	03/02/2023	\$26,897.50

Total: \$53,795.00

Please Remit Payment in *Check or Credit Card Only*

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

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

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.

EMERGENCY MEDICAL SERVICES

American Gymnastics Academy will contract directly with an Emergency Medical Services (EMS)/First Aid company. OCFEC approval is contingent upon American Gymnastics Academy providing professional/medical malpractice coverage and certification that EMS company is in good standing with the State of California. Minimum coverage must be one million dollars (\$1,000,000) per occurrence. EMS Workers' Compensation insurance coverage certificate must be provided. EMS/First Aid personnel must be on site one (1) hour prior to the event starting and until thirty (30) minutes after the event session concludes.

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT V

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

EXHIBIT A

Event Information

RECYCLING / SB 1383

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

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-072-23**

REVIEWED _____

DATE **February 24, 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 **ADCC Combat Club** 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 28 - 29, 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:

ADCC Open

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

\$20,045.50

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

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

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

ADCC Combat Club
7969 Northwest 2nd Street, #424
Miami, FL 33126

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

By: _____ Date: _____
Title: **Shawn Fowler, Director**

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

EXHIBIT A

Event Information			
Event Name:	ADCC Open	Contract No:	R-072-23
Contact Person:	Shawn Fowler	Phone:	(619) 922-3174
Event Date:	04/29/2023	Hours:	Saturday: 6:00 AM - 6:00 PM
Admission Price:	\$20.00		
Vehicle Parking Fee:	\$12.00 General Parking	Projected Attendance:	2,500

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday			
Costa Mesa Building (#10)	04/28/2023 11:00 AM - 07:00 PM	Move In	2,337.50
Saturday			
Costa Mesa Building (#10)	04/29/2023 06:00 AM - 06:00 PM	Event	4,675.00
Costa Mesa Building (#10)	04/29/2023 06:00 PM - 11:59 PM	Move Out	No Charge
Total:			7,012.50

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

Move out must be completed by 11:59 PM Saturday - April 29, 2023 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
Barricade (Plastic)	TBD	TBD	EA	15.00	EA	TBD
Bleacher (100 Seat Section)	Estimate 2	2.00	EA	250.00	EA	500.00
Bleacher (75 Seat Section)	Estimate 2	2.00	EA	200.00	EA	400.00
Chair (Individual)	TBD	TBD	EA	2.50	EA	TBD
Dumpster	Estimate 10	10.00	EA	20.00	EA	200.00
Electrical Splitter Box	TBD	TBD	EA	55.00	EA	TBD
Electrical Usage Rate	Estimate Only	1.00	EA	350.00	EVT	350.00
Forklift	Estimate 6 Hours	6.00	HR	75.00	HR	450.00
Hang Tag - 1 Day	TBD	TBD	EA	6.00	EA	TBD
Man Lift	TBD	TBD	HR	75.00	HR	TBD
Picnic Table (Rectangular & Round)	TBD	TBD	EA	15.00	EA	TBD
Portable Electronic Message Board	04/29/2023	2.00	EA	75.00	EA/DAY	150.00
Public Address System (Per Building)	TBD	TBD	EA	75.00	EA/DAY	TBD
Stanchion	TBD	TBD	EA	5.00	EA	TBD
Sweeper (In-House)	Estimate 4 Hours	4.00	HR	75.00	HR	300.00
Total:						2,350.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant	Estimate 10 Hours	10.00	HR	27.00	HR	270.00
Janitorial Attendant	Estimate 16 Hours	16.00	HR	27.00	HR	432.00
Electrician	Estimate 4 Hours	4.00	HR	67.50	HR	270.00
Event Day						
Grounds Attendant Lead	04/29/2023 05:00AM - 07:00PM	1.00	EA	32.00	HR	448.00
Grounds Attendant	04/29/2023 05:00AM - 07:00PM	2.00	EA	27.00	HR	756.00
Janitorial Attendant	04/29/2023 05:00AM - 07:00PM	3.00	EA	27.00	HR	1,134.00
Electrician	TBD	TBD	EA	67.50	HR	TBD

EXHIBIT A

Event Information

Clean Up

Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	32.00	HR	256.00
Grounds Attendant	Estimate 10 Hours	10.00	HR	27.00	HR	270.00
Janitorial Attendant	Estimate 10 Hours	10.00	HR	27.00	HR	270.00
Electrician	Estimate 4 Hours	4.00	HR	67.50	HR	270.00

Event Sales & Services

Event Coordinator	04/29/2023 05:00AM - 07:00PM	1.00	EA	53.00	HR	742.00
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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	04/29/2023 05:00AM - 06:30PM	1.00	EA	32.00	HR	432.00
Security Attendant	04/29/2023 05:00AM - 06:30PM	5.00	EA	27.00	HR	1,822.50

Technology

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

Emergency Medical Services	04/29/2023 05:30AM - 06:30PM	2.00	EA	28.00	HR	728.00
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	EA	TBD	EVT	TBD

Total: 9,183.00

Summary

Facility Rental Total	\$7,012.50
Estimated Equipment, Reimbursable Personnel and Services Total	\$11,533.00
Refundable Deposit	\$1,500.00

Grand Total: \$20,045.50

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$10,022.75
Second Payment	03/29/2023	\$10,022.75

Total: \$20,045.50

Please Remit Payment in *Check or Credit Card Only*

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

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

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

EXHIBIT A

Event Information

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT V

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

RECYCLING / SB 1383

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

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

FORM F-31

REVIEWED _____

APPROVED _____

AGREEMENT NO. **R-073-23**

DATE **March 5, 2023**

FAIRTIME

INTERIM **XX**

RENTAL AGREEMENT

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Creative Management Services, LLC dba MC2** 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:

Horizon Hydrogen Grand Prix (H2GP)

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

\$15,742.00

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

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

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

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

Creative Management Services, LLC dba MC2	32nd District Agricultural Association
3849 McGowen Street	88 Fair Drive
Long Beach, CA 90808	Costa Mesa, CA 92626

By: _____ Date: _____
Title: **Jeff Brand, Creative Director**

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

EXHIBIT A

Event Information			
Event Name:	Horizon Hydrogen Grand Prix (H2GP)	Contract No:	R-073-23
Contact Person:	Jeff Brand	Phone:	(530) 680-4252
Event Date:	04/22/2023	Hours:	7:00 AM - 4:00 PM

Admission Price:	Private/Invite Only		
Vehicle Parking Fee:	Parking Buyout (<i>See Summary</i>)	Projected Attendance:	400

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday			
Los Alamitos Building (#14)	04/21/2023 08:00 AM - 05:00 PM	Move In	1,637.50
Saturday			
Los Alamitos Building (#14)	04/22/2023 07:00 AM - 04:00 PM	Event	3,275.00
Sunday			
Los Alamitos Building (#14)	04/23/2023 07:00 AM - 11:59 AM	Move Out	No Charge
Total:			4,912.50

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

Move out must be completed by 11:59 AM 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>
20 Amp Drop	TBD	TBD	EA	15.00	EA	TBD
Bleacher (75 Seat Section)	TBD	TBD	EA	200.00	EA	TBD
Bleachers (100 Seat Section)	TBD	TBD	EA	250.00	EA	TBD
Barricade (Plastic)	TBD	TBD	EA	15.00	EA	TBD
Chair (Individual)	TBD	TBD	EA	2.50	EA	TBD
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	250.00	EVT	250.00
Forklift	TBD	TBD	HR	75.00	HR	TBD
Portable Electronic Message Board	04/22/2023	2.00	EA	75.00	EA/DAY	150.00
Public Address System (Per Building)	TBD	TBD	EA	75.00	EA/DAY	TBD
Sweeper (In-House)	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
Total:						805.00

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 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	04/22/2023 06:00AM - 05:00PM	1.00	EA	32.00	HR	352.00
Grounds Attendant	04/22/2023 06:00AM - 05:00PM	2.00	EA	27.00	HR	594.00
Janitorial Attendant	04/22/2023 06:00AM - 05:00PM	2.00	EA	27.00	HR	594.00
Electrician	04/22/2023 06:00AM - 05:00PM	1.00	EA	67.50	HR	742.50

EXHIBIT A

Event Information

Clean Up

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

Event Sales & Services

Event Coordinator	04/22/2023 06:00AM - 05:00PM	1.00	EA	53.00	HR	583.00
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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	TBD	TBD	EA	27.00	HR	TBD
Security Attendant	04/22/2023 06:00AM - 04:30PM	3.00	EA	27.00	HR	850.50

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: 6,124.50

Summary

Facility Rental Total	\$4,912.50
Estimated Equipment, Reimbursable Personnel and Services Total	\$6,929.50
Parking Buyout (<i>Based upon 200 vehicles at \$12.00 per vehicle</i>)	\$2,400.00
Refundable Deposit	\$1,500.00

Grand Total: \$15,742.00

Payment Schedule

Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	<i>Upon Signing</i>	\$7,871.00
Second Payment	03/21/2023	\$7,871.00

Total: \$15,742.00

Please Remit Payment in *Check or Credit Card Only*

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

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

EXHIBIT A

Event Information

CANNABIS EVENTS

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

CANOPIES / TENTS

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT V

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

RECYCLING / SB 1383

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

SOUND ORDINANCE

Per City Ordinance, loud noise is not allowed during move in and move out between the hours of 9:00 PM to 8:00 AM. Please refer to Exhibit E. Sound Monitor/Engineer must be on site for sound check and all music performances. **All outside (on grounds) amplified music/sound must end by 10:00 PM on Friday and Saturday, and by 9:00 PM Sunday through Thursday unless otherwise approved in writing by OCFEC.** Bull horns or similar devices are not allowed. Vendors are prohibited from playing any sound systems (radios, public address systems, portable speakers, etc) that create amplified sound. Any proposed outdoor music/sound producing entertainment (i.e. - DJ, stage performance, etc) must be discussed with and approved by OCFEC Sound Engineer prior to the event. **Installation of suitable barriers is also required by OCFEC as a sound mitigation measure (see above sound mitigation terms).** Should the Sound Engineer/Sound Monitor or Event Coordinator request that the volume of music, sound or noise be lowered or turned off, Creative Management Services, LLC dba MC2 must comply with request.

STATE FIRE MARSHAL

Event footprint capacity will be determined by State Fire Marshal. Creative Management Services, LLC dba MC2 must comply with all California State Fire Codes. If State Fire Marshal requires changes to event layout, Creative Management Services, LLC dba MC2 must execute changes within the specified timeframe.

FORM F-31

AGREEMENT NO. **R-074-23**

REVIEWED _____

DATE **March 5, 2023**

FAIRTIME

INTERIM **XX**

APPROVED _____

RENTAL AGREEMENT

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

WITNESSETH:

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

April 26 - 27, 2023

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

See Exhibit A

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

Fight Club OC - Special

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

\$18,833.00

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

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

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

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

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

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

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

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

EXHIBIT A

Event Information			
Event Name:	Fight Club OC - Special	Contract No:	R-074-23
Contact Person:	Roy Englebrecht	Phone:	(949) 235-6155
Event Date:	04/27/2023	Hours:	Doors: 6:00 PM Event: 7:00 PM - 10:00 PM
Admission Price:	TBD		
Vehicle Parking Fee:	\$12.00 General Parking	Projected Attendance:	1,200

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Wednesday			
The Hangar	04/26/2023 07:00 AM - 11:59 PM	Move In	550.00
Thursday			
The Hangar	04/27/2023 06:00 PM - 10:00 PM	Event	2,700.00
Total:			3,250.00

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

Move out must be completed by 11:59 PM Thursday - April 27, 2023 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
25 MB Internet - Hard Line	TBD	TBD	EA	250.00	EA/DAY	TBD
75 MB Internet - Hard Line	TBD	TBD	EA	650.00	EA/DAY	TBD
100 MB Internet - Hard Line	TBD	TBD	EA	850.00	EA/DAY	TBD
100 Amp Drop	Estimate 2	2.00	EA	180.00	EA	360.00
200 Amp Drop	TBD	TBD	EA	360.00	EA	TBD
Barricade (Metal)	Estimate 30	30.00	EA	15.00	EA	450.00
Barricade (Plastic)	TBD	TBD	EA	15.00	EA	TBD
Bleacher (100 Seat Section)	TBD	TBD	EA	250.00	EA	TBD
Cable Ramp	TBD	TBD	EA	15.00	EA	TBD
Chair (Tied)	Estimate 1,050	1,050.00	EA	2.00	EA	2,100.00
Chair (Individual)	Estimate 230	230.00	EA	1.00	EA	230.00
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	750.00	EVT	750.00
Folding Table (Rectangular)	TBD	TBD	EA	15.00	EA	TBD
Forklift	Estimate 6 Hours	6.00	HR	75.00	HR	450.00
Man Lift	Estimate 1 Hour	1.00	HR	75.00	HR	75.00
Marquee Board	04/21/2023 - 04/27/2023	1.00	WK	Included		Included
Portable Electronic Message Board	04/27/2023	2.00	EA	75.00	EA/DAY	150.00
Projector and Screen	04/27/2023	1.00	EA	1,500.00	EA/DAY	1,500.00
Scissor Lift	TBD	TBD	HR	75.00	HR	TBD
Stanchion	Estimate 10	10.00	EA	1.00	EA	10.00
Sweeper (In-House)	Estimate 5 Hours	5.00	HR	75.00	HR	375.00
Trussing Unit	TBD	TBD	EA	100.00	EA	TBD
Wireless Internet Router	TBD	TBD	EA	75.00	EA	TBD
Total:						6,630.00

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 48 Hours	48.00	HR	27.00	HR	1,296.00
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 Day

Grounds Attendant Lead	04/27/2023 05:00PM - 11:00PM	1.00	EA	32.00	HR	192.00
Grounds Attendant	04/27/2023 05:00PM - 11:00PM	2.00	EA	27.00	HR	324.00
Janitorial Attendant	04/27/2023 05:00PM - 11:00PM	2.00	EA	27.00	HR	324.00
Electrician	04/27/2023 05:00PM - 11:00PM	1.00	EA	67.50	HR	405.00

Clean Up

Grounds Attendant Lead	Estimate 5 Hours	5.00	HR	32.00	HR	160.00
Grounds Attendant	Estimate 32 Hours	32.00	HR	27.00	HR	864.00
Janitorial Attendant	Estimate 4 Hours	4.00	HR	27.00	HR	108.00
Electrician	Estimate 2 Hours	2.00	HR	67.50	HR	135.00

Event Sales & Services

Event Coordinator	04/27/2023 05:00PM - 11:00PM	1.00	EA	53.00	HR	318.00
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Parking

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

Safety & Security

Security Attendant Lead	04/27/2023 05:00PM - 10:30PM	1.00	EA	32.00	HR	176.00
Security Attendant	04/27/2023 05:00PM - 10:30PM	7.00	EA	27.00	HR	1,039.50

Technology

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

Orange County Sheriff Services	Estimate Only	1.00	EA	1,400.00	EVT	1,400.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	225.00	EVT	225.00

Total: 8,453.00

Summary

Facility Rental Total	\$3,250.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$15,083.00
Refundable Deposit	\$500.00

Grand Total: \$18,833.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	04/12/2023	\$9,416.50
Second Payment	04/19/2023	\$9,416.50

Total: \$18,833.00

Please Remit Payment in *Check Only*

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

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

EXHIBIT A

Event Information

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

BOOKING PROTECTION

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

CHAIRS

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

COMPLIMENTARY PARKING PASSES

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT V

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

FUTURE TERMS

Future terms and agreements subject to change.

OAK VIEW GROUP dba OVG HOSPITALITY

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

RECYCLING / SB 1383

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

EXHIBIT A

Event Information

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

FORM F-31

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

REVIEWED _____

DATE **February 9, 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 **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:

\$196,776.50

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 REVISED
Contact Person:	Bill DePriest	Phone:	(949) 735-3271
Event Date:	03/02/2023 - 03/05/2023	Hours:	Thursday - Friday: 12:00 PM - 7:00 PM Saturday: 10:00 AM - 7:00 PM Saturday: 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 - 07:00 PM	Event	2,575.00
Costa Mesa Building (#10)	03/02/2023 12:00 PM - 07:00 PM	Event	4,675.00
Huntington Beach Building (#12)	03/02/2023 12:00 PM - 07:00 PM	Event	3,675.00
Los Alamitos Building (#14)	03/02/2023 12:00 PM - 07:00 PM	Event	3,275.00
OC Promenade (Span)	03/02/2023 12:00 PM - 07:00 PM	Event	2,575.00
Santa Ana Pavilion (Parade of Products)	03/02/2023 12:00 PM - 07:00 PM	Event	2,275.00
The Hangar	03/02/2023 12:00 PM - 07:00 PM	Event	3,875.00
Friday			
Anaheim Building (#16)	03/03/2023 12:00 PM - 07:00 PM	Event	2,575.00
Costa Mesa Building (#10)	03/03/2023 12:00 PM - 07:00 PM	Event	4,675.00
Huntington Beach Building (#12)	03/03/2023 12:00 PM - 07:00 PM	Event	3,675.00
Los Alamitos Building (#14)	03/03/2023 12:00 PM - 07:00 PM	Event	3,275.00
OC Promenade (Span)	03/03/2023 12:00 PM - 07:00 PM	Event	2,575.00
Santa Ana Pavilion (Parade of Products)	03/03/2023 12:00 PM - 07:00 PM	Event	2,275.00
The Hangar	03/03/2023 12:00 PM - 07:00 PM	Event	3,875.00
Saturday			
Anaheim Building (#16)	03/04/2023 10:00 AM - 07:00 PM	Event	2,575.00
Costa Mesa Building (#10)	03/04/2023 10:00 AM - 07:00 PM	Event	4,675.00
Huntington Beach Building (#12)	03/04/2023 10:00 AM - 07:00 PM	Event	3,675.00
Los Alamitos Building (#14)	03/04/2023 10:00 AM - 07:00 PM	Event	3,275.00
OC Promenade (Span)	03/04/2023 10:00 AM - 07:00 PM	Event	2,575.00
Santa Ana Pavilion (Parade of Products)	03/04/2023 10:00 AM - 07:00 PM	Event	2,275.00
The Hangar	03/04/2023 10:00 AM - 07:00 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 - 08:00PM	1.00	EA	32.00	HR	288.00
Grounds Attendant	03/02/2023 11:00AM - 08:00PM	3.00	EA	27.00	HR	729.00
Janitorial Attendant Lead	03/02/2023 11:00AM - 08:00PM	1.00	EA	32.00	HR	288.00
Janitorial Attendant	03/02/2023 11:00AM - 08:00PM	14.00	EA	27.00	HR	3,402.00
Grounds Attendant Lead	03/03/2023 11:00AM - 08:00PM	1.00	EA	32.00	HR	288.00
Grounds Attendant	03/03/2023 11:00AM - 08:00PM	3.00	EA	27.00	HR	729.00
Janitorial Attendant Lead	03/03/2023 11:00AM - 08:00PM	1.00	EA	32.00	HR	288.00
Janitorial Attendant	03/03/2023 11:00AM - 08:00PM	14.00	EA	27.00	HR	3,402.00
Grounds Attendant Lead	03/04/2023 09:00AM - 08:00PM	1.00	EA	32.00	HR	352.00
Grounds Attendant	03/04/2023 09:00AM - 08:00PM	5.00	EA	27.00	HR	1,485.00
Janitorial Attendant Lead	03/04/2023 09:00AM - 08:00PM	1.00	EA	32.00	HR	352.00
Janitorial Attendant	03/04/2023 09:00AM - 08:00PM	14.00	EA	27.00	HR	4,158.00
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 - 08:00PM	1.00	EA	53.00	HR	477.00
Event Coordinator	03/03/2023 11:00AM - 08:00PM	1.00	EA	53.00	HR	477.00
Event Coordinator	03/04/2023 09:00AM - 08:00PM	1.00	EA	53.00	HR	583.00
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 - 07:30PM	1.00	EA	32.00	HR	288.00
Security Attendant	03/02/2023 10:30AM - 07:30PM	12.00	EA	27.00	HR	2,916.00
Security Attendant Lead	03/03/2023 10:30AM - 07:30PM	1.00	EA	32.00	HR	288.00
Security Attendant	03/03/2023 10:30AM - 07:30PM	12.00	EA	27.00	HR	2,916.00
Security Attendant Lead	03/04/2023 08:30AM - 07:30PM	1.00	EA	32.00	HR	352.00
Security Attendant	03/04/2023 08:30AM - 07:30PM	12.00	EA	27.00	HR	3,564.00
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 - 07:30PM	3.00	EA	28.00	HR	672.00
Emergency Medical Services	03/03/2023 11:30AM - 07:30PM	3.00	EA	28.00	HR	672.00
Emergency Medical Services	03/04/2023 09:30AM - 07:30PM	3.00	EA	28.00	HR	840.00
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: 47,356.00

Summary

Facility Rental Total	\$126,087.50
Estimated Equipment, Reimbursable Personnel and Services Total	\$68,189.00
Refundable Deposit	\$2,500.00

Grand Total: \$196,776.50

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	PAID	\$100,000.00
Second Payment	Upon Signing	\$96,776.50
Total:		\$196,776.50

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.