

OC FAIR & EVENT CENTER
RENTAL AGREEMENTS FOR BOARD APPROVAL
JUNE 2023

1 of 1

NEW

| CONTRACT # | CONTRACTOR | EVENT | DESCRIPTION | FACILITIES | CONTRACT DATES | CONTRACT AMOUNT |
|-------------------|--|--|------------------------------|-----------------------------|-----------------------|------------------------|
| 01-23 | Vietnam Veterans of America Chapter 1024 | Helicopter | Exhibitor | Heroes Hall | 08/03/23-08/13/23 | 0.00 |
| OCC-2306 | Family Search | Genealogy | Exhibitor | Memorial Way | 07/14/23-7/23/23 | 75.00 |
| OCC-2308 | Sierra Club | Environmental and wildlife outreach | Exhibitor | Memorial Way | 08/09/23-08/13/23 | 75.00 |
| R-077-23 | Kastl Amusements | Kastl Camping | Camping (RAL) | Campground | 05/31/23-06/13/23 | 4,859.00 |
| R-082-23 | The OC Marathon | Fun Run | Competition/Tournament (COM) | All Grounds | 08/06/23-08/06/23 | See Facility Fee |
| R-086-23 | City of Costa Mesa | City of Costa Mesa 4th of July Celebration | Festival (FST) | Parking Lot A (South) | 07/02/23-07/04/23 | 27,294.50 |
| R-097-23 | Glovis America, Inc. | Glovis America Summer Picnic | Party (PAR) | Club OC Plaza Pacifica West | 07/29/23-07/29/23 | 763.00 |
| R-098-23 | Mitutoyo America Corporation | Mitutoyo America Summer Picnic | T | Club OC Plaza Pacifica West | 07/22/23-07/22/23 | 718.00 |
| R-099-23 | Davis Magnet School | Davis Magnet School Open House/Promotion | Other (OTH) | Year Round Rentals | 05/31/23-06/09/23 | 1,700.00 |
| R-101-23 | CED National Accounts Southwest | Summer Celebration! | Party (PAR) | Club OC Plaza Pacifica West | 07/16/23-07/16/23 | 718.00 |
| R-102-23 | Golden Star Technology, Inc dba GST | GST Family Outing OC Fair | Party (PAR) | Club OC Plaza Pacifica West | 07/23/23-07/23/23 | 763.00 |
| R-103-23 | Gourmet Foods, LLC dba Gourmet Foods | Gourmet Foods Summer Picnic | Other (OTH) | Club OC Plaza Pacifica West | 07/29/23-07/29/23 | 763.00 |
| R-104-23 | Tess Succi | Reeds Birthday Party | Party (PAR) | Club OC Plaza Pacifica West | 07/15/23-07/15/23 | 763.00 |

AMENDMENTS

| CONTRACT # | CONTRACTOR | EVENT | DESCRIPTION | FACILITIES | CONTRACT DATES | CONTRACT AMOUNT |
|-------------------------|---|--|--------------------|-----------------------------|-----------------------|------------------------|
| R-093-23 (Amend. #1) | Retail Finance International Holdings, Inc. | Summer Family Fun Day <i>Amended: Company Name Change</i> | Party (PAR) | Club OC Plaza Pacifica West | 07/28/23-07/28/23 | 763.00 |

REVIEWED _____

DATE: June 16, 2023

APPROVED _____

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and Vietnam Veterans of America Chapter 1024 hereinafter, called the Rentor.

WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **Exhibit setup: Aug. 1, 2023 from 9 a.m. to 4 p.m.**
2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement: **(1) 40' x 20' space for a helicopter on a trailer and canopy tent to sit beside it. Space rental includes electric for plug-ins.**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Heroes Hall at the OC Fair – Aug. 3, 2023– August 13, 2023 (closed Mondays and Tuesdays)

4. A rental fee has been waived for this exhibit as Heroes Hall Museum has requested the helicopter be on display to enhance the guest experience.
5. **See Exhibits “B”, & “C” which are incorporated into and made a part of the Rental Agreement.**
Signed Rental Agreements are due on or before June 30, 2023.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to 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 Rentor may be liable under any Workers' Compensation law and Rentor 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 Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. 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.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Rentor 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.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. **Special Provisions: By signing this Agreement, the undersigned agrees to abide by the Orange County Connection Exhibitor Guide. By this reference, the Exhibitor Guide is incorporated into and becomes a part of this Agreement and is on file with the Association.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in duplicate, by and on behalf of the parties hereto, the day and year first above written.

Vietnam Veterans of America Chapter 1024
1443 W. Collins Avenue
Orange, CA 92867

By _____ (sign)
 _____ (print)

Title _____

32ND DISTRICT AGRICULTURAL ASSOCIATION
88 Fair Drive
Costa Mesa, CA 92626

By _____
Title: Michele Richards, Chief Executive Officer or
 Joan Hamill, Chief Business Development Officer

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Rentor will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Rentor will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Rentor will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Rentor in said space(s).
5. Rentor must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Rentor will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Rentor shall not include the Carnival and the Carnival Area.
7. Rentor will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Rentor must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Rentor's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by Rentor within or outside his space must be of such a nature and must be so operated, as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Rentor agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale, shall be subject to the approval of the Association and the local law enforcement officials.
11. Rentor is entirely responsible for the space allotted to Rentor and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Rentor, reasonable wear and tear and damage from caused beyond Rentor's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Rentors, but Association shall not be responsible for loss or damage to the property of Rentor.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Rentor must be removed from the buildings and grounds by Rentor, at his own expense, no later than a date specified by Association. It is understood in the event of Rentor's failure to vacate said premises as herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Rentor to remove and store the concession and all other material of any nature whatsoever, at the Rentor's risk and expense, and Rentor shall reimburse Association for expenses thus incurred.
14. No Rentor will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Rentor is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This rental agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this agreement.
18. "Contractor, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127)."
19. Rentor recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Rentor may be subject to the payment of property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this agreement at any time or all times.
21. The parties hereto agree that Rentor, and any agents and employees of Rentor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Memo for Fair Management: Hazardous Agreements. If this agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 12 of page one.

Nondiscrimination Clause, Form 17A or Form 17b for agreements over \$5,000 must be attached to each copy and incorporated by reference in Paragraph 12 or page one.

REVIEWED

CS

APPROVED

OG

AGREEMENT #: OCC – 2306

DATE: May 10, 2023

FAIRTIME: X

INTERIM

RENTAL AGREEMENT

THIS AGREEMENT by and between **the 32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Family Search** hereinafter, called the Rentor.

WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **Exhibit setup: from 8am – 10am on your first day of occupation.**
2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement: **(1) 10' x 10' space. Space rental includes (2) 6' table & cover, (3) chairs, and electric for plug-ins.**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

OC Fair – July 14, 2023 – August 13, 2023 (closed Mondays and Tuesdays)

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below: **\$75, which is non-refundable, for exhibit space rental for July 14 – July 23, 2023 (closed Mondays and Tuesdays)**
5. See Exhibits "B", & "C" which are incorporated into and made a part of the Rental Agreement.
Signed Rental Agreements are due on or before June 1, 2023.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to 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 Rentor may be liable under any Workers' Compensation law and Rentor 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 Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. 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.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Rentor 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.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provisions: **By signing this Agreement, the undersigned agrees to abide by the Orange County Connection Exhibitor Guide. By this reference, the Exhibitor Guide is incorporated into and becomes a part of this Agreement and is on file with the Association.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in duplicate, by and on behalf of the parties hereto, the day and year first above written.

Family Search
2017 Vista Caudal
Newport Beach, CA 92660

By Carolyn Goates (sign)
Carolyn Goates (print)
Title Director, FamilySearch NB Center

32ND DISTRICT AGRICULTURAL ASSOCIATION
88 Fair Drive
Costa Mesa, CA 92626

DocuSigned by:
By Joan Hamill
B01FD3FE82D94CF...
Title: Michele Richards, Chief Executive Officer or
Joan Hamill, Chief Business Development Officer

1. No Rentor will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Rentor will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Rentor will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Rentor in said space(s).
5. Rentor must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Rentor will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Rentor shall not include the Carnival and the Carnival Area.
7. Rentor will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Rentor must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Rentor's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by Rentor within or outside his space must be of such a nature and must be so operated, as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Rentor agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale, shall be subject to the approval of the Association and the local law enforcement officials.
11. Rentor is entirely responsible for the space allotted to Rentor and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Rentor, reasonable wear and tear and damage from caused beyond Rentor's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Rentors, but Association shall not be responsible for loss or damage to the property of Rentor.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Rentor must be removed from the buildings and grounds by Rentor, at his own expense, no later than a date specified by Association. It is understood in the event of Rentor's failure to vacate said premises as herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Rentor to remove and store the concession and all other material of any nature whatsoever, at the Rentor's risk and expense, and Rentor shall reimburse Association for expenses thus incurred.
14. No Rentor will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Rentor is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This rental agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this agreement.
18. "Contractor, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127)."
19. Rentor recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Rentor may be subject to the payment of property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this agreement at any time or all times.
21. The parties hereto agree that Rentor, and any agents and employees of Rentor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees of Association.
22. Time is of the essence of each and all the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Memo for Fair Management: Hazardous Agreements. If this agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 12 of page one.

Nondiscrimination Clause, Form 17A or Form 17b for agreements over \$5,000 must be attached to each copy and incorporated by reference in Paragraph 12 or page one.

RENTAL AGREEMENT

THIS AGREEMENT by and between **the 32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Sierra Club** hereinafter, called the Rentor.

WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **Exhibit setup: from 8am – 10am on your first day of occupation.**
2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement: **(1) 10' x 10' space. Space rental includes a 10' x 10' tent, (2) 6' table & cover, (3) chairs, and electric for plug-ins.**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

OC Fair – July 14, 2023 – August 13, 2023 (closed Mondays and Tuesdays)

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below: **\$75, which is non-refundable, for exhibit space rental for Aug. 9 – 13, 2023 (closed Mondays and Tuesdays)**
5. See Exhibits "B", & "C" which are incorporated into and made a part of the Rental Agreement.
Signed Rental Agreements are due on or before June 1, 2023.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to 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 Rentor may be liable under any Workers' Compensation law and Rentor 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 Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. 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.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Rentor 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.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provisions: **By signing this Agreement, the undersigned agrees to abide by the Orange County Connection Exhibitor Guide. By this reference, the Exhibitor Guide is incorporated into and becomes a part of this Agreement and is on file with the Association.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in duplicate, by and on behalf of the parties hereto, the day and year first above written.

Sierra Club

XXXXXX

XXXXXX

32ND DISTRICT AGRICULTURAL ASSOCIATION

88 Fair Drive

Costa Mesa, CA 92626

By _____ (sign)

By _____

(print)

Title: Michele Richards, Chief Executive Officer or
Joan Hamill, Chief Business Development Officer

Title _____

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Rentor will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Rentor will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Rentor will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Rentor in said space(s).
5. Rentor must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Rentor will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Rentor shall not include the Carnival and the Carnival Area.
7. Rentor will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Rentor must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Rentor's trash, and such trash must not be swept into the aisles or streets or any public space.
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14. No Rentor will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Rentor is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This rental agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this agreement.
18. "Contractor, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127)."
19. Rentor recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Rentor may be subject to the payment of property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this agreement at any time or all times.
21. The parties hereto agree that Rentor, and any agents and employees of Rentor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Memo for Fair Management: Hazardous Agreements. If this agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 12 of page one.

Nondiscrimination Clause, Form 17A or Form 17b for agreements over \$5,000 must be attached to each copy and incorporated by reference in Paragraph 12 or page one.

FORM F-31

REVIEWED_____

AGREEMENT NO. **R-077-23**
DATE **June 12, 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 **Kastl Amusements** 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 31 - June 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:

Kastl Camping - June

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

\$4,859.00

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.

**Kastl Amusements
23905 Clinton Keith Drive, Suite 114-520
Wildomar, CA 92595**

By _____ Date: _____
Title: **Kay Kastl, Owner**

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

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

EXHIBIT A

| Event Information | | | | |
|--|--|------------------------------|---------------------|---------------------------|
| Event Name: | Kastl Camping - June | Contract No: | | R-077-23 |
| Contact Person: | Kay Kastl | Phone: | | (951) 757-6607 |
| Event Date: | 05/31/2023 - 06/13/2023 | Hours: | | 12:00 AM - 11:59 PM Daily |
| Camping and Parking Fee: | <i>See Facility Rental Fees</i> | Projected Attendance: | | 30 |
| Facility Rental Fees | | | | |
| <u>Facility and/or Area Fees</u> | <u>Date-Time</u> | <u>Units</u> | <u>Rate</u> | <u>Actual</u> |
| Campground (<i>Employee Bunkhouse/RV</i>) | 05/31/2023 - 06/13/2023 (13 Nights) | 5.00 EA | 45.00 EA/DAY | 2,925.00 |
| | | | Total: | 2,925.00 |
| Hosting of this event in the above specified space, Campground, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws. | | | | |
| Move out must be completed by 11:59 AM Tuesday - June 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> |
| 50 Amp Drop | TBD | TBD EA | 70.00 EA | TBD |
| Dumpster | Estimate 15 | 15.00 EA | 20.00 EA | 300.00 |
| | | | Total: | 300.00 |
| 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 | | | | |
| Electrician | TBD | TBD HR | 67.50 HR | TBD |
| Event Day | | | | |
| Grounds Attendant | 05/31/2023 - 06/13/2023 Estimate 1 Hour Per Day | 1.00 HR | 27.00 HR | 378.00 |
| Janitorial Attendant | 05/31/2023 - 06/13/2023 Estimate 2 Hours Per Day | 2.00 HR | 27.00 HR | 756.00 |
| Clean Up | | | | |
| Grounds Attendant | TBD | TBD HR | 27.00 HR | TBD |
| Janitorial Attendant | TBD | TBD HR | 27.00 HR | TBD |
| Electrician | TBD | TBD HR | 67.50 HR | TBD |
| | | | Total: | 1,134.00 |
| Summary | | | | |
| Facility Rental Total | | | | \$2,925.00 |
| Estimated Equipment, Reimbursable Personnel and Services Total | | | | \$1,434.00 |
| Refundable Deposit | | | | \$500.00 |
| | | | Grand Total: | \$4,859.00 |
| Payment Schedule | | | | |
| <u>Payment Schedule</u> | | <u>Due Date</u> | | <u>Amount</u> |
| First Payment | | <i>Upon Signing</i> | | \$4,859.00 |
| | | | Total: | \$4,859.00 |

Please Remit Payment in *Check Only*

ALL PAYMENTS ARE NON REFUNDABLE

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

EXHIBIT A

Event Information

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT V

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

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, Kastl Amusements must comply with request.**

STATE FIRE MARSHAL

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

REVIEWED_____

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 **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

August 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:

OC Fair Fun Run

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

See Facility Fee

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: Joan Hamill, Chief Business Development Officer

EXHIBIT A

Event Information

| | | | |
|------------------------------|-----------------|---------------------|-------------------------------|
| Event Name: | OC Fair Fun Run | Contract No: | R-082-23 |
| Contact Person: | Gary Kutscher | Phone: | (714) 330-8048 |
| Event Date: | 08/06/2023 | Hours: | Race Hours: 8:00 AM - 9:30 AM |
| Projected Attendance: | | | 2,500 - 3,000 |

Vehicle Parking Fee: It has been mutually agreed that there will be free parking for OC Fair Fun Run Attendees, Volunteers and Staff on the morning of the event until daily OC Fair parking sales commence.

Admissions: Fun Run participants will not be allowed to remain inside the OC Fair after conclusion of the race. The first one thousand (1,000) registrants will receive a complimentary Fair admission ticket for return admission to the OC Fair any day through August 13, 2023.

| Facility Rental Fees | | | |
|--|--------------------------------|-----------------|--|
| Facility and/or Area Fees | Date-Time | Activity | Actual |
| Sunday OC Fair Fun Run Route | 08/06/2023 05:00 AM - 11:00 AM | Event | *See Facility Rental Fee |
| | | | Total: *See Facility Rental Fee |

***Facility Rental Fee:**

It has been mutually agreed that the 32nd District Agricultural Association (OCFEC) will receive fifty percent (50%) of any net revenue (registration fees minus expenses) from The OC Marathon. The OC Marathon will provide OCFEC with any and all registration reports whether from Active.com or any other source. Registration reports will serve as OCFEC documentation necessary to reconcile fifty percent (50%) of any net revenue. These reports are due to OCFEC by no later than Friday, August 25, 2023.

- **Event Details:**
 - The OC Marathon and OCFEC will co-produce and market the OC Fair Fun Run.
 - Event name and OC Fair Fun Run logo is the exclusive property of OCFEC.
 - Estimated attendance is 2,500 - 3,000 participants.
 - The OC Marathon and OCFEC will split net proceeds derived from the event.
 - Soft costs such as salaried staff time will not be charged against the event by either The OC Marathon or OCFEC.
- **OC Fair & Event Center Agrees to:**
 - Provide access to the facility on event day from 5:00 AM to 11:00 AM.
 - Incorporate four (4) "Detours of Fun" into the race route including a photo opportunity on the Pacific Amphitheatre stage.
 - Work with OCFEC's carnival contractor to provide prizes for game participants.
 - Provide one (1) General Admission ticket to the first one thousand (1,000) registrants for a return visit to the 2023 OC Fair.
 - Provide free parking to attendees, volunteers and staff of The OC Marathon on morning of the event until daily OC Fair parking sales commence. No fees shall be charged for vehicles remaining in parking lot after OC Fair opens.
- **The OC Marathon agrees to:**
 - Abide by all applicable rules and regulations in the 2023 Commercial Space and Concessions Program Handbook (posted on ocfair.com)
 - Provide OCFEC with a signed original Certificate of Insurance that conforms to insurance requirements outlined in Exhibit B of this rental agreement.
 - Use the same race route as used in 2022. Any changes to the route must receive OCFEC approval prior to date of the race.
 - Provide a photographer for the "Detour of Fun" photo opportunity on the Pacific Amphitheatre stage.
 - Work with OCFEC's Creative Services, Marketing and Communications Departments to develop a marketing and communications plan. All marketing materials, collateral, web content and publication placement must be reviewed and approved by OCFEC prior to release.
 - Submit a financial report representing actual revenues and expenses to OCFEC by no later than Friday, August 25, 2023.
 - Provide a report with proper supporting expense invoices, receipts and registration reports from Active.com or any other utilized source. Report is subject to audit by OCFEC, and shall serve as the reconciliation and settlement document between The OC Marathon and OCFEC. Payment shall be remitted to OCFEC within thirty (30) days of event.
 - Rent all equipment needed to execute a 5K race, and not use OCFEC equipment. If OCFEC equipment is needed, published rental rates will be charged to event and recapped in the settlement.

EXHIBIT A

Event Information

- Race fees shall be as follows:
 - Single Registration: \$35 for adults, \$20 for children, \$10 for ages 5 and under
 - Corporate Teams: Groups six (6) or more, \$5 discount for each additional member after the 5th registrant
 - Prices are subject to change.

Summary

| | |
|--|--------------------------|
| Facility Rental Total | *See Facility Rental Fee |
| Estimated Equipment, Reimbursable Personnel and Services Total | *See Facility Rental Fee |

| | |
|----------------|--------------------------|
| Grand Total: | *See Facility Rental Fee |
| Payment Total: | *See Facility Rental Fee |

Please Remit Payment in *Check Only*
****ALL PAYMENTS ARE NON-REFUNDABLE****

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

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, 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.

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.

By: _____ Date: _____

Title: Gary Kutscher, Chief Executive Officer

By: _____ Date: _____

Title: Joan Hamill, Chief Business Development Officer

REVIEWED_____

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 **City of Costa Mesa** 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

July 2 - 4, 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:

City of Costa Mesa 4th of July Celebration

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

\$27,294.50

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.

**City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626**

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

By: _____ Date: _____
Title: Lori Ann Farrell Harrison, City Manager

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

EXHIBIT A

| Event Information | | | | |
|--|--|------------------------------|---------------|--------------------|
| Event Name: | City of Costa Mesa 4th of July Celebration | Contract No: | | R-086-23 |
| Contact Person: | Monique Villasenor | Phone: | | (714) 651-4081 |
| Event Date: | 07/03/2023 | Hours: | | 4:00 PM - 11:00 PM |
| Admission Price: | Free | | | |
| Vehicle Parking Fee: | Parking Buyout (See Summary) | Projected Attendance: | | 4,000 |
| Facility Rental Fees | | | | |
| <u>Facility and/or Area Fees</u> | <u>Date-Time</u> | <u>Activity</u> | <u>Actual</u> | |
| Sunday | | | | |
| Parking Lot A (South) | 07/02/2023 08:00 AM - 05:00 PM | Move In | | 1,075.00 |
| Monday | | | | |
| Parking Lot A (South) | 07/03/2023 04:00 PM - 11:00 PM | Event | | 2,150.00 |
| Tuesday | | | | |
| Parking Lot A (South) | 07/04/2023 07:00 AM - 11:59 AM | Move Out | | No Charge |
| | | Total: | | 3,225.00 |
| Hosting of this event in the above specified space, Parking Lot A, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensure that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws. | | | | |
| Move out must be completed by 11:59 AM Tuesday - July 4, 2023 to avoid additional charges. | | | | |
| Estimated Equipment Fees | | | | |
| <u>Description</u> | <u>Date-Time</u> | <u>Units</u> | <u>Rate</u> | <u>Actual</u> |
| Barricade (Metal) | Estimate 45 | 45.00 EA | 15.00 EA | 675.00 |
| Bench (Metal) | TBD | TBD EA | 15.00 EA | TBD |
| Cable Ramp | TBD | TBD EA | 15.00 EA | TBD |
| Chair (Individual) | TBD | TBD EA | 2.50 EA | TBD |
| Dumpster | Estimate 15 | 15.00 EA | 20.00 EA | 300.00 |
| Electrical Splitter Box | TBD | TBD EA | 55.00 EA | TBD |
| Electrical Usage Rate | Estimate Only | 1.00 EA | 500.00 EVT | 500.00 |
| Forklift | Estimate 15 Hours | 15.00 HR | 75.00 HR | 1,125.00 |
| Picnic Table (Rectangular & Round) | Estimate 45 | 45.00 EA | 15.00 EA | 675.00 |
| Portable Electronic Message Board | 07/03/2023 | 2.00 EA | 75.00 EA/DAY | 150.00 |
| Sweeper (In-House) | Estimate 2 Hours | 2.00 HR | 75.00 HR | 150.00 |
| Umbrella w/Stand | Estimate 45 | 45.00 EA | 15.00 EA | 675.00 |
| | | Total: | | 4,250.00 |
| Reimbursable Personnel and Services Fees | | | | |
| <u>Description</u> | <u>Date-Time</u> | <u>Units</u> | <u>Rate</u> | <u>Actual</u> |
| Event Operations | | | | |
| Set Up | | | | |
| Grounds Attendant | Estimate 16 Hours | 16.00 HR | 27.00 HR | 432.00 |
| Electrician | TBD | TBD HR | 67.50 HR | TBD |
| Event Day | | | | |
| Grounds Attendant Lead | 07/03/2023 03:00PM - 12:00AM | 1.00 EA | 32.00 HR | 288.00 |
| Grounds Attendant | 07/03/2023 03:00PM - 12:00AM | 3.00 EA | 27.00 HR | 729.00 |
| Janitorial Attendant (Picnic Tables/Trash) | 07/03/2023 03:00PM - 12:00AM | 2.00 EA | 27.00 HR | 486.00 |
| Electrician | 07/03/2023 03:00PM - 12:00AM | 1.00 EA | 67.50 HR | 607.50 |
| Clean Up | | | | |
| Grounds Attendant | Estimate 16 Hours | 16.00 HR | 40.50 HR* | 648.00 |
| Electrician | TBD | TBD HR | 101.25 HR* | TBD |
| Event Sales & Services | | | | |
| Event Coordinator | 07/03/2023 03:00PM - 12:00AM | 1.00 EA | 53.00 HR | 477.00 |

EXHIBIT A

| Event Information | | | | | | |
|--|--|-------|----|--------|---------------------|--------------------|
| <u>Parking</u> | | | | | | |
| Parking Attendant Lead | Estimate 10 Hours | 10.00 | HR | 32.00 | HR | 320.00 |
| Parking Attendant | Estimate 20 Hours | 20.00 | HR | 27.00 | HR | 540.00 |
| <u>Safety & Security</u> | | | | | | |
| Security Attendant Lead | 07/03/2023 03:00PM - 11:30PM | 1.00 | EA | 32.00 | HR | 272.00 |
| Security Attendant* | 07/03/2023 03:00PM - 11:30PM | 4.00 | EA | 27.00 | HR | 918.00 |
| *Security staffing subject to change based on operational needs. | | | | | | |
| <u>Outside Services</u> | | | | | | |
| Emergency Medical Services | 07/03/2023 03:30PM - 11:30PM | 2.00 | EA | 28.00 | HR | 448.00 |
| Sound Engineer | 07/03/2023 | 1.00 | EA | 800.00 | EA/DAY | 800.00 |
| State Fire Marshal | Estimate Only (Plan Review and/or Site Inspection) | 8.00 | HR | 263.00 | HR | 2,104.00 |
| Trash Collection & Sweeping Services | Estimate Only | 1.00 | EA | 750.00 | EVT | 750.00 |
| *State Holiday Rates | | | | | Total: | 9,819.50 |
| Summary | | | | | | |
| Facility Rental Total | | | | | | \$3,225.00 |
| Estimated Equipment, Reimbursable Personnel and Services Total | | | | | | \$14,069.50 |
| Parking Buyout (Based upon 750 vehicles at \$12.00 per vehicle) | | | | | | \$9,000.00 |
| Refundable Deposit | | | | | | \$1,000.00 |
| | | | | | Grand Total: | \$27,294.50 |

Payment Schedule

| Payment Schedule | Due Date | Amount |
|-------------------------|-----------------|--------------------|
| First Payment | Upon Signing | \$27,294.50 |
| | | Total: |
| | | \$27,294.50 |

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.

ALCOHOL

Alcohol brought on the grounds by attendees or show personnel is strictly prohibited. The OCFEC Master Concessionaire shall only serve alcoholic beverages on OCFEC property.

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.

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.

FIREWORKS

The parties shall mutually cooperate to obtain all necessary Fire Marshal and other permits and approvals for the deployment of fireworks during City of Costa Mesa 4th of July Celebration. The City of Costa Mesa will be responsible for applying for and obtaining permits. All related expenses will be paid for by the City of Costa Mesa.

Any and all fireworks displays must be conducted by a permitted/licensed pyrotechnician approved by OCFEC. Permits must be submitted to OCFEC as a condition of final approval. OCFEC may decide in its sole and absolute discretion to refuse to permit the use of fireworks at the event.

FUTURE PARKING BUYOUT TERMS

A physical count of attendee vehicles parked in OCFEC parking lots will be conducted at the 2023 City of Costa Mesa 4th of July Celebration, and same number will accordingly become the basis for parking buyout terms in the 2024 City of Costa Mesa 4th of July Celebration rental agreement.

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

RESTROOMS

Renter agrees to provide restrooms to be used by patrons and exhibitors attending the event. OCFEC restrooms will not be provided. It is the responsibility of the Renter to clean and maintain restrooms during the event.

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 City of Costa Mesa must comply with request.**

STATE FIRE MARSHAL

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

REVIEWED_____

APPROVED_____

AGREEMENT NO. **R-097-23**DATE **May 15, 2023**FAIRTIME **XX**

INTERIM

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 **Glovis America** 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

July 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:

Glovis America Summer Picnic

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

\$763.00

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

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

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

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

Glovis America
17305 Von Karman Avenue, Suite 200
Irvine, CA 92614

By: _____ Date: _____
Title: Melissa Paplia, Administrator
Employee Relations

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

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

EXHIBIT A

| Event Information | | | | |
|--|--------------------------------------|------------------------------|---------------------|-----------------|
| Event Name: | Glovis America Summer Picnic | Contract No: | R-097-23 | |
| Contact Person: | Melissa Paplia | Phone: | (714) 435-2960 | |
| Event Date: | 07/29/2023 | Hours: | 5:00 PM - 9:00 PM | |
| Admission Price: | Group Order purchased through Tandem | | | |
| Vehicle Parking Fee: | \$12.00 General Parking | Projected Attendance: | 300 | |
| Facility Rental Fees | | | | |
| <u>Facility and/or Area Fees</u> | <u>Date-Time</u> | <u>Activity</u> | <u>Actual</u> | |
| Saturday | | | | |
| Club OC Plaza Pacifica West | 07/29/2023 05:00 PM - 09:00 PM | Event | 500.00 | |
| Note: Fair opens at 11:00 AM | | | Total: | 500.00 |
| Hosting of this event in the above specified space, Club OC Plaza Pacifica West, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensure that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws. | | | | |
| Move out must be completed by 9:00 PM Saturday - July 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> |
| Dumpster | Estimate 2 | 2.00 EA | 20.00 EA | 40.00 |
| | | | Total: | 40.00 |
| Reimbursable Personnel and Services Fees | | | | |
| <u>Description</u> | <u>Date-Time</u> | <u>Units</u> | <u>Rate</u> | <u>Actual</u> |
| Event Operations | | | | |
| Post Event Clean Up | | | | |
| Grounds Attendant | Estimate 2 Hours | 2.00 HR | 27.00 HR | 54.00 |
| Janitorial Attendant | Estimate 2 Hours | 2.00 HR | 27.00 HR | 54.00 |
| Insurance (see Exhibit D) | | | | |
| Special Event Liability Insurance (S.E.L.I.) | 07/29/2023 | 1.00 EA | 115.00 EA/DAY | 115.00 |
| | | | Total: | 223.00 |
| Summary | | | | |
| Facility Rental Total | | | | \$500.00 |
| Estimated Equipment, Reimbursable Personnel and Services Total | | | | \$263.00 |
| | | | Grand Total: | \$763.00 |
| Payment Schedule | | | | |
| <u>Payment Schedule</u> | <u>Due Date</u> | <u>Amount</u> | | |
| First Payment | Upon Signing | \$763.00 | | |
| | | Total: | \$763.00 | |

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.

EXHIBIT A

Event Information

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT V

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

OAK VIEW GROUP dba OVG HOSPITALITY

All food and beverage service must be discussed with and approved by OVG Hospitality, the OCFEC Master 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, Glovis America must comply with request.**

STATE FIRE MARSHAL

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

REVIEWED_____

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 **Mitutoyo America 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

July 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:

Mitutoyo America Summer Picnic

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

\$718.00

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

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

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

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

**Mitutoyo America Corporation
965 Corporate Boulevard
Aurora, IL 60502**

By: _____ Date: _____
Title: Kateri Paeglow, Employee Engagement Specialist

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

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

EXHIBIT A

| Event Information | | | | |
|---|--------------------------------------|------------------------------|---------------------|-------------------|
| Event Name: | Mitutoyo America Summer Picnic | Contract No: | | R-098-23 |
| Contact Person: | Kateri Paeglow | Phone: | | (630) 723-3638 |
| Event Date: | 07/22/2023 | Hours: | | 5:00 PM - 9:00 PM |
| Admission Price: | Group Order purchased through Tandem | | | |
| Vehicle Parking Fee: | \$12.00 General Parking | Projected Attendance: | | 96 |
| Facility Rental Fees | | | | |
| <u>Facility and/or Area Fees</u> | <u>Date-Time</u> | <u>Activity</u> | | <u>Actual</u> |
| Saturday | | | | |
| Club OC Plaza Pacifica West | 07/22/2023 05:00 PM - 09:00 PM | Event | | 500.00 |
| Note: Fair opens at 11:00 AM | | | Total: | 500.00 |
| Hosting of this event in the above specified space, Club OC Plaza Pacifica West, 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 9:00 PM Saturday - July 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> |
| Dumpster | Estimate 2 | 2.00 EA | 20.00 EA | 40.00 |
| | | | Total: | 40.00 |
| Reimbursable Personnel and Services Fees | | | | |
| <u>Description</u> | <u>Date-Time</u> | <u>Units</u> | <u>Rate</u> | <u>Actual</u> |
| Event Operations | | | | |
| Post Event Clean Up | | | | |
| Grounds Attendant | Estimate 2 Hours | 2.00 HR | 27.00 HR | 54.00 |
| Janitorial Attendant | Estimate 2 Hours | 2.00 HR | 27.00 HR | 54.00 |
| Insurance (see Exhibit D) | | | | |
| Special Event Liability Insurance (S.E.L.I.) | 07/22/2023 | 1.00 EA | 70.00 EA/DAY | 70.00 |
| | | | Total: | 178.00 |
| Summary | | | | |
| Facility Rental Total | | | | \$500.00 |
| Estimated Equipment, Reimbursable Personnel and Services Total | | | | \$218.00 |
| | | | Grand Total: | \$718.00 |
| Payment Schedule | | | | |
| <u>Payment Schedule</u> | | <u>Due Date</u> | | <u>Amount</u> |
| First Payment | | Upon Signing | | \$718.00 |
| | | | Total: | \$718.00 |

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.

EXHIBIT A

Event Information

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT V

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

OAK VIEW GROUP dba OVG HOSPITALITY

All food and beverage service must be discussed with and approved by OVG Hospitality, the OCFEC Master 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, Mitutoyo America Corporation must comply with request.**

STATE FIRE MARSHAL

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

FORM F-31

REVIEWED B.Bezuzman
JH 5/23/23
C.G. 5/23/23 KK
APPROVED

AGREEMENT NO. R-099-23**DATE May 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 **Newport-Mesa Unified School District** 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 31, 2023 & June 9, 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:

NMUSD Open House/Promotion

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

\$1,700.00

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.

**Newport-Mesa Unified School District
2985 Bear Street, Building A
Costa Mesa, CA 92626**

By: _____ Date: _____
**Title: Jonathan Geiszler, Director
Purchasing & Warehouse**

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

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

EXHIBIT A

| Event Information | | | | | |
|--|------------------------------|---------------------|---------------------|---------------|---|
| Event Name: | NMUSD Open House/Promotion | Contract No: | | | R-099-23 |
| Contact Person: | Yvette Miranda | Phone: | | | (714) 424-7930 |
| Event Date: | 05/31/2023 & 06/09/2023 | Hours: | | | May 31: 4:00 PM - 8:00 PM June 9: 9:00 AM - 11:00 AM |
| Estimated Equipment Fees | | | | | |
| <u>Description</u> | <u>Date-Time</u> | <u>Units</u> | <u>Rate</u> | <u>Actual</u> | |
| Chair (Individual) | 06/09/2023 Estimate 340 | 340.00 EA | 2.50 EA | 850.00 | |
| Forklift | 06/09/2023 Estimate 2 Hours | 2.00 HR | 75.00 HR | 150.00 | |
| | | | Total: | | 1,000.00 |
| Reimbursable Personnel and Services Fees | | | | | |
| <u>Description</u> | <u>Date-Time</u> | <u>Units</u> | <u>Rate</u> | <u>Actual</u> | |
| <u>Parking</u> | | | | | |
| Parking Attendant Lead | 05/31/2023 03:00PM - 08:00PM | 1.00 EA | 32.00 HR | 160.00 | |
| Parking Attendant | 05/31/2023 03:00PM - 08:00PM | 4.00 EA | 27.00 HR | 540.00 | |
| | | | Total: | | 700.00 |
| Summary | | | | | |
| Estimated Equipment, Reimbursable Personnel and Services Total | | | | | \$1,700.00 |
| | | | Grand Total: | | \$1,700.00 |
| Payment Schedule | | | | | |
| <u>Payment Schedule</u> | | <u>Due Date</u> | | <u>Amount</u> | |
| First Payment | | Upon Signing | | \$1,700.00 | |
| | | | Total: | | \$1,700.00 |

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.

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 A

Event Information

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.

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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, Newport-Mesa Unified School District must comply with request.**

STATE FIRE MARSHAL

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

REVIEWED_____

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 **CED National Accounts Southwest** 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

July 16, 2023

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

See Exhibit A

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

Summer Celebration!

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

\$718.00

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

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

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

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

**CED National Accounts Southwest
22785 Savi Ranch Parkway
Yorba Linda, CA 92887**

By: _____ Date: _____
**Title: Jennifer Zerbst, SW Regional Manager
National Accounts**

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

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

EXHIBIT A

| Event Information | | | | |
|---|--------------------------------------|------------------------------|---------------------|--------------------|
| Event Name: | Summer Celebration! | Contract No: | | R-101-23 |
| Contact Person: | Jennifer Zerbst | Phone: | | (714) 328-4585 |
| Event Date: | 07/16/2023 | Hours: | | 11:00 AM - 3:00 PM |
| Admission Price: | Group Order purchased through Tandem | | | |
| Vehicle Parking Fee: | \$12.00 General Parking | Projected Attendance: | | 25 |
| Facility Rental Fees | | | | |
| <u>Facility and/or Area Fees</u> | <u>Date-Time</u> | <u>Activity</u> | | <u>Actual</u> |
| Sunday | | | | |
| Club OC Plaza Pacifica West | 07/16/2023 11:00 AM - 03:00 PM | Event | | 500.00 |
| Note: Fair opens at 11:00 AM | | | Total: | 500.00 |
| Hosting of this event in the above specified space, Club OC Plaza Pacifica West, 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 3:00 PM Sunday - July 16, 2023 to avoid additional charges. | | | | |
| Estimated Equipment Fees | | | | |
| <u>Description</u> | <u>Date-Time</u> | <u>Units</u> | <u>Rate</u> | <u>Actual</u> |
| Dumpster | Estimate 2 | 2.00 EA | 20.00 EA | 40.00 |
| | | | Total: | 40.00 |
| Reimbursable Personnel and Services Fees | | | | |
| <u>Description</u> | <u>Date-Time</u> | <u>Units</u> | <u>Rate</u> | <u>Actual</u> |
| Event Operations | | | | |
| Post Event Clean Up | | | | |
| Grounds Attendant | Estimate 2 Hours | 2.00 HR | 27.00 HR | 54.00 |
| Janitorial Attendant | Estimate 2 Hours | 2.00 HR | 27.00 HR | 54.00 |
| Insurance (see Exhibit D) | | | | |
| Special Event Liability Insurance (S.E.L.I.) | 07/16/2023 | 1.00 EA | 70.00 EA/DAY | 70.00 |
| | | | Total: | 178.00 |
| Summary | | | | |
| Facility Rental Total | | | | \$500.00 |
| Estimated Equipment, Reimbursable Personnel and Services Total | | | | \$218.00 |
| | | | Grand Total: | \$718.00 |
| Payment Schedule | | | | |
| <u>Payment Schedule</u> | | <u>Due Date</u> | | <u>Amount</u> |
| First Payment | | Upon Signing | | \$718.00 |
| | | | Total: | \$718.00 |

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.

EXHIBIT A

Event Information

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT V

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

OAK VIEW GROUP dba OVG HOSPITALITY

All food and beverage service must be discussed with and approved by OVG Hospitality, the OCFEC Master 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, CED National Accounts Southwest must comply with request.**

STATE FIRE MARSHAL

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

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 **Golden Star Technology, Inc** dba **GST** 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

July 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:

GST Family Outing OC Fair

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

\$763.00

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

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

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

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

Golden Star Technology, Inc dba GST
12881 166th Street
Cerritos, CA 90703

By: _____ Date: _____
Title: Dennis Wang, Chief Operating Officer

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

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

EXHIBIT A

| Event Information | | | | |
|---|--------------------------------------|------------------------------|---------------------|--------------------|
| Event Name: | GST Family Outing OC Fair | Contract No: | | R-102-23 |
| Contact Person: | Irene Liang | Phone: | | (562) 345-8757 |
| Event Date: | 07/23/2023 | Hours: | | 11:00 AM - 3:00 PM |
| Admission Price: | Group Order purchased through Tandem | | | |
| Vehicle Parking Fee: | \$12.00 General Parking | Projected Attendance: | | 300 |
| Facility Rental Fees | | | | |
| <u>Facility and/or Area Fees</u> | <u>Date-Time</u> | <u>Activity</u> | | <u>Actual</u> |
| Sunday | | | | |
| Club OC Plaza Pacifica West | 07/23/2023 11:00 AM - 03:00 PM | Event | | 500.00 |
| Note: Fair opens at 11:00 AM | | | Total: | 500.00 |
| Hosting of this event in the above specified space, Club OC Plaza Pacifica West, 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 3:00 PM Sunday - July 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> |
| Dumpster | Estimate 2 | 2.00 EA | 20.00 EA | 40.00 |
| | | | Total: | 40.00 |
| Reimbursable Personnel and Services Fees | | | | |
| <u>Description</u> | <u>Date-Time</u> | <u>Units</u> | <u>Rate</u> | <u>Actual</u> |
| Event Operations | | | | |
| Post Event Clean Up | | | | |
| Grounds Attendant | Estimate 2 Hours | 2.00 HR | 27.00 HR | 54.00 |
| Janitorial Attendant | Estimate 2 Hours | 2.00 HR | 27.00 HR | 54.00 |
| Insurance (see Exhibit D) | | | | |
| Special Event Liability Insurance (S.E.L.I.) | 07/23/2023 | 1.00 EA | 115.00 EA/DAY | 115.00 |
| | | | Total: | 223.00 |
| Summary | | | | |
| Facility Rental Total | | | | \$500.00 |
| Estimated Equipment, Reimbursable Personnel and Services Total | | | | \$263.00 |
| | | | Grand Total: | \$763.00 |
| Payment Schedule | | | | |
| <u>Payment Schedule</u> | | <u>Due Date</u> | | <u>Amount</u> |
| First Payment | | Upon Signing | | \$763.00 |
| | | | Total: | \$763.00 |

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.

EXHIBIT A

Event Information

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT V

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

OAK VIEW GROUP dba OVG HOSPITALITY

All food and beverage service must be discussed with and approved by OVG Hospitality, the OCFEC Master 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, Golden Star Technology, Inc dba GST must comply with request.**

STATE FIRE MARSHAL

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

REVIEWED_____

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 **Gourmet Foods, LLC** dba **Gourmet Foods** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

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

July 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:

Gourmet Foods Summer Picnic

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

\$763.00

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

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

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

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

**Gourmet Foods, LLC dba Gourmet Foods
2910 East Harcourt Street
Rancho Dominguez, CA 90221**

By: _____ Date: _____
Title: Mitch Rosen, Chief Financial Officer

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

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

EXHIBIT A

| Event Information | | | | |
|---|--------------------------------------|------------------------------|---------------------|-----------------|
| Event Name: | Gourmet Foods Summer Picnic | Contract No: | R-103-23 | |
| Contact Person: | Mitch Rosen | Phone: | (213) 705-4435 | |
| Event Date: | 07/29/2023 | Hours: | 11:00 AM - 3:00 PM | |
| Admission Price: | Group Order purchased through Tandem | | | |
| Vehicle Parking Fee: | \$12.00 General Parking | Projected Attendance: | 300 | |
| Facility Rental Fees | | | | |
| <u>Facility and/or Area Fees</u> | <u>Date-Time</u> | <u>Activity</u> | <u>Actual</u> | |
| Saturday | | | | |
| Club OC Plaza Pacifica West | 07/29/2023 11:00 AM - 03:00 PM | Event | 500.00 | |
| Note: Fair opens at 11:00 AM | | | Total: | 500.00 |
| Hosting of this event in the above specified space, Club OC Plaza Pacifica West, 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 3:00 PM Saturday - July 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> |
| Dumpster | Estimate 2 | 2.00 EA | 20.00 EA | 40.00 |
| | | | Total: | 40.00 |
| Reimbursable Personnel and Services Fees | | | | |
| <u>Description</u> | <u>Date-Time</u> | <u>Units</u> | <u>Rate</u> | <u>Actual</u> |
| Event Operations | | | | |
| Post Event Clean Up | | | | |
| Grounds Attendant | Estimate 2 Hours | 2.00 HR | 27.00 HR | 54.00 |
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| Insurance (see Exhibit D) | | | | |
| Special Event Liability Insurance (S.E.L.I.) | 07/29/2023 | 1.00 EA | 115.00 EA/DAY | 115.00 |
| | | | Total: | 223.00 |
| Summary | | | | |
| Facility Rental Total | | | | \$500.00 |
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| Payment Schedule | | | | |
| <u>Payment Schedule</u> | <u>Due Date</u> | <u>Amount</u> | | |
| First Payment | Upon Signing | \$763.00 | | |
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REVIEWED_____

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 **Tess Socci** 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

July 15, 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:

Reeds Birthday Party

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

\$763.00

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

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

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

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

**Tess Socci
221 Medano Street
Mission Viejo, CA 92694**

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

By: _____ Date: _____
Title: Tess Socci, Signee

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

EXHIBIT A

| Event Information | | | | |
|---|--------------------------------------|------------------------------|---------------------|--------------------|
| Event Name: | Reeds Birthday Party | Contract No: | | R-104-23 |
| Contact Person: | Tess Socci | Phone: | | (510) 384-1550 |
| Event Date: | 07/15/2023 | Hours: | | 11:00 AM - 3:00 PM |
| Admission Price: | Group Order purchased through Tandem | | | |
| Vehicle Parking Fee: | \$12.00 General Parking | Projected Attendance: | | 300 |
| Facility Rental Fees | | | | |
| <u>Facility and/or Area Fees</u> | <u>Date-Time</u> | <u>Activity</u> | | <u>Actual</u> |
| Saturday | | | | |
| Club OC Plaza Pacifica West | 07/15/2023 11:00 AM - 03:00 PM | Event | | 500.00 |
| Note: Fair opens at 11:00 AM | | | Total: | 500.00 |
| Hosting of this event in the above specified space, Club OC Plaza Pacifica West, 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 3:00 PM Saturday - July 15, 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 2 | 2.00 EA | 20.00 EA | 40.00 |
| | | | Total: | 40.00 |
| Reimbursable Personnel and Services Fees | | | | |
| <u>Description</u> | <u>Date-Time</u> | <u>Units</u> | <u>Rate</u> | <u>Actual</u> |
| Event Operations | | | | |
| Post Event Clean Up | | | | |
| Grounds Attendant | Estimate 2 Hours | 2.00 HR | 27.00 HR | 54.00 |
| Janitorial Attendant | Estimate 2 Hours | 2.00 HR | 27.00 HR | 54.00 |
| Insurance (see Exhibit D) | | | | |
| Special Event Liability Insurance (S.E.L.I.) | 07/15/2023 | 1.00 EA | 115.00 EA/DAY | 115.00 |
| | | | Total: | 223.00 |
| Summary | | | | |
| Facility Rental Total | | | | \$500.00 |
| Estimated Equipment, Reimbursable Personnel and Services Total | | | | \$263.00 |
| | | | Grand Total: | \$763.00 |
| Payment Schedule | | | | |
| <u>Payment Schedule</u> | | <u>Due Date</u> | | <u>Amount</u> |
| First Payment | | Upon Signing | | \$763.00 |
| | | | Total: | \$763.00 |

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.

EXHIBIT A

Event Information

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT V

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

OAK VIEW GROUP dba OVG HOSPITALITY

All food and beverage service must be discussed with and approved by OVG Hospitality, the OCFEC Master 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, Tess Succi must comply with request.**

STATE FIRE MARSHAL

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

REVIEWED_____

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 **Retail Finance International Holdings, Inc.** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

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

July 28, 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:

Synchrony Summer Family Fun Day

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

\$763.00

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

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

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

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

**Retail Finance International Holdings, Inc
170 West Election Road
Draper, UT 84020**

By: _____ Date: _____
**Title: Abha Nagarajan, VP Sourcing
Commodity Leader**

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

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

EXHIBIT A

| Event Information | | | | |
|--|--------------------------------------|------------------------------|---------------------|-----------------|
| Event Name: | Synchrony Summer Family Fun Day | Contract No: | R-093-23 REVISED | |
| Contact Person: | Kelly Haggard | Phone: | (714) 673-6959 | |
| Event Date: | 07/28/2023 | Hours: | 11:00 AM - 3:00 PM | |
| Admission Price: | Group Order purchased through Tandem | | | |
| Vehicle Parking Fee: | \$12.00 General Parking | Projected Attendance: | 300 | |
| Facility Rental Fees | | | | |
| <u>Facility and/or Area Fees</u> | <u>Date-Time</u> | <u>Activity</u> | <u>Actual</u> | |
| Friday | | | | |
| Club OC Plaza Pacifica West | 07/28/2023 11:00 AM - 03:00 PM | Event | 500.00 | |
| Note: Fair opens at 11:00 AM | | | Total: | 500.00 |
| Hosting of this event in the above specified space, Club OC Plaza Pacifica West, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensure that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws. | | | | |
| Move out must be completed by 3:00 PM Friday - July 28, 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 2 | 2.00 EA | 20.00 EA | 40.00 |
| | | | Total: | 40.00 |
| Reimbursable Personnel and Services Fees | | | | |
| <u>Description</u> | <u>Date-Time</u> | <u>Units</u> | <u>Rate</u> | <u>Actual</u> |
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| Insurance (see Exhibit D) | | | | |
| Special Event Liability Insurance (S.E.L.I.) | 07/28/2023 | 1.00 EA | 115.00 EA/DAY | 115.00 |
| | | | Total: | 223.00 |
| Summary | | | | |
| Facility Rental Total | | | \$500.00 | |
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| | | | Grand Total: | \$763.00 |
| Payment Schedule | | | | |
| <u>Payment Schedule</u> | | <u>Due Date</u> | <u>Amount</u> | |
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Event Information

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