

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

1 of 2

NEW

CONTRACT #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-009-23	Gem Faire, Inc.	Gem Faire	Consumer Show (CON)	Costa Mesa Building (#10), Main Mall, Santa Ana Pavilion (Parade of Products)	08/23/23-08/28/23	\$62,480.00
R-015-23	Charitable Ventures	Orange County Sustainability Decathlon	Competition/Tournament (COM)	Los Alamitos Building (#14), OC Promenade (Span), Parking Lot G, Parking Lot I	09/20/23-10/21/23	\$445,974.00
R-019-23	Englebrecht Promotions & Events	Fight Club OC	Competition/Tournament (COM)	The Hangar	08/23/23-08/24/23	\$16,717.25
R-026-23	Incuplace, LLC	626 Night Market - OC	Food Festival (FOODF)	OC Promenade (Span), Parking Lot G, Parking Lot I	08/23/23-08/28/23	\$156,615.50
R-034-23	Vivid Special Events, LLC	Repticon	Consumer Show (CON)	Huntington Beach Building (#12)	11/10/23-11/13/23	\$23,353.00
R-067-23	Orange County Wine Society	OCWS - Fall Membership Event	Party (PAR)	Courtyard	09/30/23-09/30/23	\$2,720.00
R-095-23	Shoreline Dog Fanciers Association	Shoreline Dog Fanciers Association	Consumer Show (CON)	Costa Mesa Building (#10), Huntington Beach Building	08/31/23-09/03/23	\$62,718.00
R-096-23	Celebration Festivals LLC	Winter Fest OC	Festival (FST)	Parking Lot A (North)	10/31/23-01/21/24	\$368,159.88
R-105-23	Silver Ince Productions	OC Wine Fest	Festival (FST)	The Hangar	11/10/23-11/12/23	\$28,045.50
R-107-23	SoCal VegFest	SoCal VegFest	Food Festival (FOODF)	Costa Mesa Building (#10), Crafters Village, Park Plaza, Santa Ana Pavilion (Parade of Products)	09/22/23-09/25/23	\$83,022.00
R-108-23	James R. Glidewell Dental Ceramics, Inc.	Glidewell Holiday Party	Party (PAR)	Costa Mesa Building (#10), Courtyard, Huntington Beach Building (#12), Santa Ana Pavilion (Parade of Products)	12/12/23-12/16/23	\$71,568.50
R-109-23	RealREPP	Corporate Summer Event	Party (PAR)	Club OC Plaza Pacifica West	08/10/23-08/10/23	\$763.00
R-110-23	T-Mobile	Southwest All Hands Event	Party (PAR)	Club OC Plaza Pacifica West	07/19/23-07/19/23	\$763.00
R-111-23	Evolus	Evolus Fair Day	Party (PAR)	Club OC Plaza Pacifica West	08/13/23-08/13/23	\$1,411.00
R-112-23	Blizzard Entertainment, Inc.	OW2 Community Event	Other (OTH)	Club OC Plaza Pacifica West	08/04/23-08/04/23	\$763.00
R-113-23	NAIOP SoCal	Night at the Fights	Competition/Tournament (COM)	Main Mall, OC Promenade (Span), The Hangar	09/20/23-09/22/23	\$33,629.00
R-114-23	Seasonal Adventures	Seasonal Adventures - Pumpkin Patch	Other (OTH)	Parking Lot C	09/25/23-11/04/23	\$70,830.74
R-116-23	Stack's Bowers Galleries	Stack's Bowers Employee Appreciation 2023	Party (PAR)	Club OC Plaza Pacifica West	07/14/23-07/14/23	\$763.00
R-117-23	HSE Holdings 6 LLC dba American Consumer Show	California Bridal & Wedding Expo	Consumer Show (CON)	Costa Mesa Building (#10)	10/07/23-10/08/23	\$16,246.25
R-119-23	Next Level HVAC Energy Management Systems	NXL Summer Fair	Party (PAR)	Club OC Plaza Pacifica West	08/05/23-08/05/23	\$718.00

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NEW

CONTRACT #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-120-23	Westcliff University	Westcliff Summer Fun Day	Party (PAR)	Club OC Plaza Pacifica West	08/04/23-08/04/23	\$763.00
R-121-23	California Online Public Schools	California Connections Academy Fall Festival	Banquet (BAN)	Country Meadows, Huntington Beach Building (#12), Santa Ana Pavilion (Parade of Products)	09/21/23-09/21/23	\$17,530.00
R-123-23	OCreate LLC	Maker Faire Orange County	Consumer Show (CON)	Costa Mesa Building (#10), Park Plaza	10/20/23-10/22/23	\$25,377.00
R-124-23	OC Mega Challah Bake	OC Mega Challah Bake	Party (PAR)	Huntington Beach Building (#12)	11/02/23-11/02/23	\$15,986.00
R-126-23	FJS Productions dba The Great Junk Hunt	The Great Junk Hunt	Consumer Show (CON)	Anaheim Building (#16), Los Alamitos Building (#14), OC Promenade (Span), The Hangar	11/02/23-11/04/23	\$54,302.50
R-133-23	IBJJF dba International BJJ Inc.	IBJJF GP 2023	Competition/Tournament (COM)	The Hangar	10/20/23-10/23/23	\$25,544.00
R-134-23	Rameelo	Rameelo Raas Garba 2023	Festival (FST)	The Hangar	10/13/23-10/15/23	\$18,683.00
R-136-23	Ultimate Trade Shows & Events, Inc.	OC Home & Garden Show	Consumer Show (CON)	Courtyard, Huntington Beach Building (#12)	10/13/23-10/16/23	\$23,941.50
R-137-23	Guadagno & Sons dba G&S Shows	Carnival Midway Camping	Camping (RAL)	Campground	10/02/23-10/09/23	\$8,907.50
R-138-23	Imani Ware	OCSD Camping - Imani Ware	Camping (RAL)	Campground	10/02/23-10/16/23	\$924.00
R-139-23	Building Intuition, LLC	OCSD Camping - Thomas Meyers	Camping (RAL)	Campground	09/22/23-10/09/23	\$1,059.00
R-001-24	Great American Train Shows	Great Train Show	Consumer Show (CON)	Costa Mesa Building (#10)	02/02/24-02/05/24	\$25,872.50
R-008-24	WWSRA	Southern California Preview	Consumer Show (CON)	Los Alamitos Building (#14)	01/16/24-01/19/24	\$21,596.25
R-022-24	In-N-Out Burger	In-N-Out Burger	Fundraiser (FUNR)	Anaheim Building (#16), Costa Mesa Building (#10), Festival Field Asphalt, Huntington Beach Building (#12), Los Alamitos Building (#14), Main Mall, OC Promenade (Span), Santa Ana Pavilion (Parade of Products), The Hangar	01/12/24-01/14/24	\$45,061.00
RA-EQCDonPat-23	Donna Paterson	Equestrian Center Facility Boarding	Horse Boarding & Care		8/15/23-12/31/23	
RA-EQCAndMun-23	Andrea Mumma	Equestrian Center Facility Boarding	Horse Boarding & Care	Stall N-8	6/23/23-12/31/23	\$3,864.00
RA-EQC-KenSot-23	Kendall Soto	Equestrian Center Facility Boarding	Horse Boarding & Care	Stall H-13	6/9/23-12/31/23	\$3,864.00
RA-EQC-TiaTer-23	Tianna Terry	Equestrian Center Facility Boarding	Horse Boarding & Care	Stall H-02	7/1/23-12/31/23	\$3,220.00
RA-EQC-JodGho-23	Jody Ghosland	Equestrian Center Facility Boarding	Horse Boarding & Care	Stall G-07	8/21/23-12/31/23	\$2,576.00

* = facility rental amount only, does not include feed

FORM F-31

AGREEMENT NO. **R-009-23**

REVIEWED _____

DATE **July 6, 2023**

FAIRTIME

APPROVED _____

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

August 23 - 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:

Gem Faire

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

\$62,480.00

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

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

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

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

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

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

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

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

EXHIBIT A

Event Information			
Event Name:	Gem Faire	Contract No:	R-009-23
Contact Person:	Allen Van Volkinburgh	Phone:	(503) 252-8300
Event Date:	08/25/2023 - 08/27/2023	Hours:	Friday Wholesale: 10:00 AM - 12:00 PM Friday: 12:00 PM - 6:00 PM Saturday: 10:00 AM - 6:00 PM Sunday: 10:00 AM - 5:00 PM
Admission Price:	Adult: \$7 weekend pass (discount coupon online) Child: Under 12 Free		
Vehicle Parking Fee:	\$12.00 General Parking	Projected Attendance:	4,500

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Wednesday			
Costa Mesa Building (#10)	08/23/2023 08:00 AM - 08:00 PM	Move In	2,337.50
¼ Main Mall	08/23/2023 08:00 AM - 08:00 PM	Move In	231.25
Santa Ana Pavilion (Parade of Products)	08/23/2023 08:00 AM - 08:00 PM	Move In	1,137.50
Thursday			
Costa Mesa Building (#10)	08/24/2023 08:00 AM - 08:00 PM	Move In	2,337.50
¼ Main Mall	08/24/2023 08:00 AM - 08:00 PM	Move In	231.25
Santa Ana Pavilion (Parade of Products)	08/24/2023 08:00 AM - 08:00 PM	Move In	1,137.50
Friday			
Costa Mesa Building (#10)	08/25/2023 10:00 AM - 06:00 PM	Event	4,675.00
¼ Main Mall	08/25/2023 10:00 AM - 06:00 PM	Event	462.50
Santa Ana Pavilion (Parade of Products)	08/25/2023 10:00 AM - 06:00 PM	Event	2,275.00
Saturday			
Costa Mesa Building (#10)	08/26/2023 10:00 AM - 06:00 PM	Event	4,675.00
¼ Main Mall	08/26/2023 10:00 AM - 06:00 PM	Event	462.50
Santa Ana Pavilion (Parade of Products)	08/26/2023 10:00 AM - 06:00 PM	Event	2,275.00
Sunday			
Costa Mesa Building (#10)	08/27/2023 10:00 AM - 05:00 PM	Event	4,675.00
¼ Main Mall	08/27/2023 10:00 AM - 05:00 PM	Event	462.50
Santa Ana Pavilion (Parade of Products)	08/27/2023 10:00 AM - 05:00 PM	Event	2,275.00
Monday			
Costa Mesa Building (#10)	08/28/2023 08:00 AM - 12:00 PM	Move Out	No Charge
¼ Main Mall	08/28/2023 08:00 AM - 12:00 PM	Move Out	No Charge
Santa Ana Pavilion (Parade of Products)	08/28/2023 08:00 AM - 12:00 PM	Move Out	No Charge

Total: 29,650.00

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

Move out must be completed by 12:00 PM Monday - August 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>
20 Amp Drop	TBD	TBD	EA	25.00	EA	TBD
50 Amp Drop	Estimate 9	9.00	EA	70.00	EA	630.00
Barricade (Metal)	Estimate 55	55.00	EA	15.00	EA	825.00
Cable Ramp	Estimate 2	2.00	EA	15.00	EA	30.00
Dumpster	Estimate 33	33.00	EA	20.00	EA	660.00
Electrical Splitter Box	Estimate 22	22.00	EA	55.00	EA	1,210.00
Electrical Usage Rate	Estimate Only	1.00	EA	3,375.00	EVT	3,375.00

EXHIBIT A

Event Information						
Forklift	Estimate 7 Hours	7.00	HR	75.00	HR	525.00
Man Lift	Estimate 8 Hours	8.00	HR	75.00	HR	600.00
Marquee Board	07/31/2023 - 08/27/2023	4.00	WK	Included		Included
Portable Electronic Message Board	08/25/2023 - 08/27/2023	2.00	EA	75.00	EA/DAY	450.00
Public Address System (Per Building)	08/25/2023 - 08/27/2023	2.00	EA	75.00	EA/DAY	450.00
Scissor Lift	Estimate 4 Hours	4.00	HR	75.00	HR	300.00
Sweeper (In-House)	Estimate 9 Hours	9.00	HR	75.00	HR	675.00
Ticket Booth (Double Window)	Estimate 1	1.00	EA	100.00	EA	100.00
Trussing Unit	Estimate 2	2.00	EA	100.00	EA	200.00
Umbrella w/Stand	TBD	TBD	EA	15.00	EA	TBD
Total:						10,030.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant	Estimate 8 Hours	8.00	HR	27.00	HR	216.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	27.00	HR	216.00
Electrician	Estimate 11 Hours	11.00	HR	67.50	HR	742.50
Event Day						
Grounds Attendant Lead	08/25/2023 09:00AM - 06:00PM	1.00	EA	32.00	HR	288.00
Grounds Attendant	08/25/2023 09:00AM - 06:00PM	2.00	EA	27.00	HR	486.00
Janitorial Attendant	08/25/2023 09:00AM - 06:00PM	2.00	EA	27.00	HR	486.00
Grounds Attendant Lead	08/26/2023 09:00AM - 06:00PM	1.00	EA	32.00	HR	288.00
Grounds Attendant	08/26/2023 09:00AM - 06:00PM	2.00	EA	27.00	HR	486.00
Janitorial Attendant	08/26/2023 09:00AM - 06:00PM	2.00	EA	27.00	HR	486.00
Grounds Attendant Lead	08/27/2023 09:00AM - 05:00PM	1.00	EA	32.00	HR	256.00
Grounds Attendant	08/27/2023 09:00AM - 05:00PM	2.00	EA	27.00	HR	432.00
Janitorial Attendant	08/27/2023 09:00AM - 05:00PM	2.00	EA	27.00	HR	432.00
Clean Up						
Grounds Attendant Lead	Estimate 5 Hours	5.00	HR	32.00	HR	160.00
Grounds Attendant	Estimate 15 Hours	15.00	HR	27.00	HR	405.00
Janitorial Attendant	Estimate 10 Hours	10.00	HR	27.00	HR	270.00
Electrician	Estimate 10 Hours	10.00	HR	67.50	HR	675.00
<u>Event Sales & Services</u>						
Event Coordinator	08/25/2023 09:00AM - 06:00PM	1.00	EA	53.00	HR	477.00
Event Coordinator	08/26/2023 09:00AM - 06:00PM	1.00	EA	53.00	HR	477.00
Event Coordinator	08/27/2023 09:00AM - 05:00PM	1.00	EA	53.00	HR	424.00
Parking						
Parking Attendant Lead	Estimate 9 Hours	9.00	HR	32.00	HR	288.00
Parking Attendant	Estimate 18 Hours	18.00	HR	27.00	HR	486.00
<u>Safety & Security</u>						
Security Attendant	08/24/2023 09:45AM - 06:00PM	4.00	EA	27.00	HR	891.00
Security Attendant - Overnight	08/24/2023 06:00PM - 07:00AM	2.00	EA	27.00	HR	702.00
Security Attendant Lead	08/25/2023 09:00AM - 06:30PM	1.00	EA	32.00	HR	304.00
Security Attendant - Daytime	08/25/2023 07:00AM - 12:00PM	2.00	EA	27.00	HR	270.00

EXHIBIT A

Event Information						
Security Attendant - Daytime	08/25/2023 09:00AM - 06:30PM	4.00	EA	27.00	HR	1,026.00
Security Attendant - Daytime	08/25/2023 10:00AM - 06:30PM	4.00	EA	27.00	HR	918.00
Security Attendant - Overnight	08/25/2023 06:00PM - 07:00AM	2.00	EA	27.00	HR	702.00
Security Attendant Lead	08/26/2023 09:00AM - 06:30PM	1.00	EA	32.00	HR	304.00
Security Attendant - Daytime	08/26/2023 07:00AM - 12:00PM	1.00	EA	27.00	HR	135.00
Security Attendant - Daytime	08/26/2023 09:00AM - 06:30PM	4.00	EA	27.00	HR	1,026.00
Security Attendant - Daytime	08/26/2023 10:00AM - 06:30PM	4.00	EA	27.00	HR	918.00
Security Attendant - Overnight	08/26/2023 06:00PM - 07:00AM	2.00	EA	27.00	HR	702.00
Security Attendant Lead	08/27/2023 09:00AM - 05:30PM	1.00	EA	32.00	HR	272.00
Security Attendant - Daytime	08/27/2023 07:00AM - 12:00PM	1.00	EA	27.00	HR	135.00
Security Attendant - Daytime	08/27/2023 09:00AM - 05:30PM	4.00	EA	27.00	HR	918.00
Security Attendant - Daytime	08/27/2023 10:00AM - 05:30PM	4.00	EA	27.00	HR	810.00
Security Attendant	08/27/2023 04:00PM - 09:00PM	4.00	EA	27.00	HR	540.00
<u>Technology</u>						
Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00
<u>Outside Services</u>						
Emergency Medical Services	08/25/2023 09:30AM - 06:30PM	2.00	EA	28.00	HR	504.00
Emergency Medical Services	08/26/2023 09:30AM - 06:30PM	2.00	EA	28.00	HR	504.00
Emergency Medical Services	08/27/2023 09:30AM - 05:30PM	2.00	EA	28.00	HR	448.00
Orange County Sheriff Services	Estimate Only	1.00	EA	1,000.00	EVT	1,000.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Total:						22,000.00

Summary

Facility Rental Total	\$29,650.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$32,030.00
Refundable Deposit	\$800.00
Grand Total:	\$62,480.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	<i>Upon Signing</i>	\$31,240.00
Second Payment	07/24/2023	\$31,240.00
Total:		\$62,480.00

Please Remit Payment in *Check Only*

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

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

EXHIBIT A

Event Information

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT V

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

RECYCLING / SB 1383

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

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-015-23**

REVIEWED _____

DATE **July 14, 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 **Charitable Ventures of Orange County** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

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

September 20 - October 21, 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:

Orange County Sustainability Decathlon

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

\$445,974.00

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

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

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

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

Charitable Ventures of Orange County
1505 East 17th Street, Suite 101
Santa Ana, CA 92705

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

By: _____ Date: _____
Title: Joe Ball, Chief Operating Officer

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

EXHIBIT A

Event Information			
Event Name:	Orange County Sustainability Decathlon	Contract No:	R-015-23
Contact Person:	Fred Smoller	Phone:	(714) 878-0484
Event Date:	10/05/2023 - 10/15/2023	Hours:	
		October 5; October 12 - 13	October 6
		Public: 3:00 PM - 9:00 PM	Field Trips: 9:00 AM - 1:00 PM
			Public: 3:00 PM - 9:00 PM
		October 7 - 8; October 14 - 15	October 9 - 11 (Closed to Public)
Admission Price:	Free	Public: 10:00 AM - 9:00 PM	7:00 AM - 11:00 PM
Vehicle Parking Fee:	\$12.00 General Parking	Projected Attendance:	50,000

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Wednesday			
Los Alamitos Building (#14)*	09/20/2023 07:00 AM - 11:59 PM	Move In	650.00
Thursday			
Los Alamitos Building (#14)*	09/21/2023 07:00 AM - 11:59 PM	Move In	650.00
Parking Lot I	09/21/2023 07:00 AM - 11:59 PM	Move In	1,075.00
Friday			
Los Alamitos Building (#14)*	09/22/2023 07:00 AM - 11:59 PM	Move In	650.00
OC Promenade (Span)	09/22/2023 03:00 PM - 11:59 PM	Move In	1,287.50
Parking Lot I	09/22/2023 07:00 AM - 11:59 PM	Move In	1,075.00
Saturday			
Los Alamitos Building (#14)*	09/23/2023 07:00 AM - 11:59 PM	Move In	650.00
OC Promenade (Span)	09/23/2023 07:00 AM - 11:59 PM	Move In	1,287.50
Parking Lot G	09/23/2023 07:00 AM - 11:59 PM	Move In	1,075.00
Parking Lot I	09/23/2023 07:00 AM - 11:59 PM	Move In	1,075.00
Sunday			
Los Alamitos Building (#14)*	09/24/2023 07:00 AM - 11:59 PM	Move In	650.00
OC Promenade (Span)	09/24/2023 07:00 AM - 11:59 PM	Move In	1,287.50
Parking Lot G	09/24/2023 07:00 AM - 11:59 PM	Move In	1,075.00
Parking Lot I	09/24/2023 07:00 AM - 11:59 PM	Move In	1,075.00
Monday			
Los Alamitos Building (#14)*	09/25/2023 07:00 AM - 11:59 PM	Move In	650.00
OC Promenade (Span)	09/25/2023 07:00 AM - 11:59 PM	Move In	1,287.50
Parking Lot G	09/25/2023 07:00 AM - 11:59 PM	Move In	1,075.00
Parking Lot I	09/25/2023 07:00 AM - 11:59 PM	Move In	1,075.00
Tuesday			
Los Alamitos Building (#14)*	09/26/2023 07:00 AM - 11:59 PM	Move In	650.00
OC Promenade (Span)	09/26/2023 07:00 AM - 11:59 PM	Move In	1,287.50
Parking Lot G	09/26/2023 07:00 AM - 11:59 PM	Move In	1,075.00
Parking Lot I	09/26/2023 07:00 AM - 11:59 PM	Move In	1,075.00
Wednesday			
Los Alamitos Building (#14)*	09/27/2023 07:00 AM - 11:59 PM	Move In	650.00
OC Promenade (Span)	09/27/2023 07:00 AM - 11:59 PM	Move In	1,287.50
Parking Lot G	09/27/2023 07:00 AM - 11:59 PM	Move In	1,075.00
Parking Lot I	09/27/2023 07:00 AM - 11:59 PM	Move In	1,075.00
Thursday			
Los Alamitos Building (#14)*	09/28/2023 07:00 AM - 11:59 PM	Move In	650.00
OC Promenade (Span)	09/28/2023 07:00 AM - 11:59 PM	Move In	1,287.50

EXHIBIT A

Event Information			
Parking Lot G	09/28/2023 07:00 AM - 11:59 PM	Move In	1,075.00
Parking Lot I	09/28/2023 07:00 AM - 11:59 PM	Move In	1,075.00
Friday			
Los Alamitos Building (#14)*	09/29/2023 07:00 AM - 11:59 PM	Move In	650.00
OC Promenade (Span)	09/29/2023 07:00 AM - 11:59 PM	Move In	1,287.50
Parking Lot G	09/29/2023 07:00 AM - 11:59 PM	Move In	1,075.00
Parking Lot I	09/29/2023 07:00 AM - 11:59 PM	Move In	1,075.00
Saturday			
Los Alamitos Building (#14)*	09/30/2023 07:00 AM - 11:59 PM	Move In	650.00
OC Promenade (Span)	09/30/2023 07:00 AM - 11:59 PM	Move In	1,287.50
Parking Lot G	09/30/2023 07:00 AM - 11:59 PM	Move In	1,075.00
Parking Lot I	09/30/2023 07:00 AM - 11:59 PM	Move In	1,075.00
Sunday			
Los Alamitos Building (#14)*	10/01/2023 07:00 AM - 11:59 PM	Move In	650.00
OC Promenade (Span)	10/01/2023 07:00 AM - 11:59 PM	Move In	1,287.50
Parking Lot G	10/01/2023 07:00 AM - 11:59 PM	Move In	1,075.00
Parking Lot I	10/01/2023 07:00 AM - 11:59 PM	Move In	1,075.00
Monday			
Los Alamitos Building (#14)*	10/02/2023 07:00 AM - 11:59 PM	Move In	650.00
OC Promenade (Span)	10/02/2023 07:00 AM - 11:59 PM	Move In	1,287.50
Parking Lot G	10/02/2023 07:00 AM - 11:59 PM	Move In	1,075.00
Parking Lot I	10/02/2023 07:00 AM - 11:59 PM	Move In	1,075.00
Tuesday			
Los Alamitos Building (#14)*	10/03/2023 07:00 AM - 11:59 PM	Move In	650.00
OC Promenade (Span)	10/03/2023 07:00 AM - 11:59 PM	Move In	1,287.50
Parking Lot G	10/03/2023 07:00 AM - 11:59 PM	Move In	1,075.00
Parking Lot I	10/03/2023 07:00 AM - 11:59 PM	Move In	1,075.00
Wednesday			
Los Alamitos Building (#14)*	10/04/2023 07:00 AM - 11:59 PM	Move In	650.00
OC Promenade (Span)	10/04/2023 07:00 AM - 11:59 PM	Move In	1,287.50
Parking Lot G	10/04/2023 07:00 AM - 11:59 PM	Move In	1,075.00
Parking Lot I	10/04/2023 07:00 AM - 11:59 PM	Move In	1,075.00
Thursday			
Los Alamitos Building (#14)*	10/05/2023 03:00 PM - 09:00 PM	Event	1,300.00
OC Promenade (Span)	10/05/2023 03:00 PM - 09:00 PM	Event	2,575.00
Parking Lot G	10/05/2023 03:00 PM - 09:00 PM	Event	2,150.00
Parking Lot I	10/05/2023 03:00 PM - 09:00 PM	Event	2,150.00
Friday			
Los Alamitos Building (#14)*	10/06/2023 09:00 AM - 09:00 PM	Event	1,300.00
OC Promenade (Span)	10/06/2023 09:00 AM - 09:00 PM	Event	2,575.00
Parking Lot G	10/06/2023 09:00 AM - 09:00 PM	Event	2,150.00
Parking Lot I	10/06/2023 09:00 AM - 09:00 PM	Event	2,150.00
Saturday			
Los Alamitos Building (#14)*	10/07/2023 10:00 AM - 09:00 PM	Event	1,300.00
OC Promenade (Span)	10/07/2023 10:00 AM - 09:00 PM	Event	2,575.00
Parking Lot G	10/07/2023 10:00 AM - 09:00 PM	Event	2,150.00
Parking Lot I	10/07/2023 10:00 AM - 09:00 PM	Event	2,150.00

EXHIBIT A

Event Information			
Sunday			
Los Alamitos Building (#14)*	10/08/2023 10:00 AM - 09:00 PM	Event	1,300.00
OC Promenade (Span)	10/08/2023 10:00 AM - 09:00 PM	Event	2,575.00
Parking Lot G	10/08/2023 10:00 AM - 09:00 PM	Event	2,150.00
Parking Lot I	10/08/2023 10:00 AM - 09:00 PM	Event	2,150.00
Monday			
Los Alamitos Building (#14)*	10/09/2023 07:00 AM - 11:00 PM	Event	1,300.00
OC Promenade (Span)	10/09/2023 07:00 AM - 11:00 PM	Event	2,575.00
Parking Lot G	10/09/2023 07:00 AM - 11:00 PM	Event	2,150.00
Parking Lot I	10/09/2023 07:00 AM - 11:00 PM	Event	2,150.00
Tuesday			
Los Alamitos Building (#14)*	10/10/2023 07:00 AM - 11:00 PM	Event	1,300.00
OC Promenade (Span)	10/10/2023 07:00 AM - 11:00 PM	Event	2,575.00
Parking Lot G	10/10/2023 07:00 AM - 11:00 PM	Event	2,150.00
Parking Lot I	10/10/2023 07:00 AM - 11:00 PM	Event	2,150.00
Wednesday			
Los Alamitos Building (#14)*	10/11/2023 07:00 AM - 11:00 PM	Event	1,300.00
OC Promenade (Span)	10/11/2023 07:00 AM - 11:00 PM	Event	2,575.00
Parking Lot G	10/11/2023 07:00 AM - 11:00 PM	Event	2,150.00
Parking Lot I	10/11/2023 07:00 AM - 11:00 PM	Event	2,150.00
Thursday			
Los Alamitos Building (#14)*	10/12/2023 03:00 PM - 09:00 PM	Event	1,300.00
OC Promenade (Span)	10/12/2023 03:00 PM - 09:00 PM	Event	2,575.00
Parking Lot G	10/12/2023 03:00 PM - 09:00 PM	Event	2,150.00
Parking Lot I	10/12/2023 03:00 PM - 09:00 PM	Event	2,150.00
Friday			
Los Alamitos Building (#14)*	10/13/2023 03:00 PM - 09:00 PM	Event	1,300.00
OC Promenade (Span)	10/13/2023 03:00 PM - 09:00 PM	Event	2,575.00
Parking Lot G	10/13/2023 03:00 PM - 09:00 PM	Event	2,150.00
Parking Lot I	10/13/2023 03:00 PM - 09:00 PM	Event	2,150.00
Saturday			
Los Alamitos Building (#14)*	10/14/2023 10:00 AM - 09:00 PM	Event	1,300.00
OC Promenade (Span)	10/14/2023 10:00 AM - 09:00 PM	Event	2,575.00
Parking Lot G	10/14/2023 10:00 AM - 09:00 PM	Event	2,150.00
Parking Lot I	10/14/2023 10:00 AM - 09:00 PM	Event	2,150.00
Sunday			
Los Alamitos Building (#14)*	10/15/2023 10:00 AM - 09:00 PM	Event	1,300.00
OC Promenade (Span)	10/15/2023 10:00 AM - 09:00 PM	Event	2,575.00
Parking Lot G	10/15/2023 10:00 AM - 09:00 PM	Event	2,150.00
Parking Lot I	10/15/2023 10:00 AM - 09:00 PM	Event	2,150.00
Monday			
Los Alamitos Building (#14)*	10/16/2023 07:00 AM - 11:59 PM	Move Out	650.00
OC Promenade (Span)	10/16/2023 07:00 AM - 11:59 PM	Move Out	1,287.50
Parking Lot G	10/16/2023 07:00 AM - 11:59 PM	Move Out	1,075.00
Parking Lot I	10/16/2023 07:00 AM - 11:59 PM	Move Out	1,075.00
Tuesday			
Los Alamitos Building (#14)*	10/17/2023 07:00 AM - 11:59 PM	Move Out	650.00

EXHIBIT A

Event Information			
OC Promenade (Span)	10/17/2023 07:00 AM - 11:59 PM	Move Out	1,287.50
Parking Lot G	10/17/2023 07:00 AM - 11:59 PM	Move Out	1,075.00
Parking Lot I	10/17/2023 07:00 AM - 11:59 PM	Move Out	1,075.00
Wednesday			
Los Alamitos Building (#14)*	10/18/2023 07:00 AM - 11:59 PM	Move Out	650.00
OC Promenade (Span)	10/18/2023 07:00 AM - 11:59 PM	Move Out	1,287.50
Parking Lot G	10/18/2023 07:00 AM - 11:59 PM	Move Out	1,075.00
Parking Lot I	10/18/2023 07:00 AM - 11:59 PM	Move Out	1,075.00
Thursday			
Los Alamitos Building (#14)*	10/19/2023 07:00 AM - 11:59 PM	Move Out	650.00
OC Promenade (Span)	10/19/2023 07:00 AM - 11:59 PM	Move Out	1,287.50
Parking Lot G	10/19/2023 07:00 AM - 11:59 PM	Move Out	1,075.00
Parking Lot I	10/19/2023 07:00 AM - 11:59 PM	Move Out	1,075.00
Friday			
Los Alamitos Building (#14)*	10/20/2023 07:00 AM - 11:59 PM	Move Out	650.00
OC Promenade (Span)	10/20/2023 07:00 AM - 11:59 PM	Move Out	1,287.50
Parking Lot G	10/20/2023 07:00 AM - 11:59 PM	Move Out	1,075.00
Parking Lot I	10/20/2023 07:00 AM - 11:59 PM	Move Out	1,075.00
Saturday			
Parking Lot I	10/21/2023 07:00 AM - 11:59 PM	Move Out	1,075.00

Total: 165,875.00

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

***Facility Fee adjusted for Los Alamitos Building to honor original event location prior to being asked by OCFEC to move in order to accommodate other activity on grounds. Allotted event space in Los Alamitos Building is equivalent to original event location.**

Move out must be completed by 11:59 PM Saturday - October 21, 2023 to avoid additional charges.

Estimated Equipment Fees					
Description	Date-Time	Units	Rate	Actual	
20 Amp Drop	TBD	TBD EA	25.00 EA	TBD	
30 Amp Drop	TBD	TBD EA	50.00 EA	TBD	
50 Amp Drop	TBD	TBD EA	70.00 EA	TBD	
200 Amp Drop	TBD	TBD EA	360.00 EA	TBD	
40 Yard Dumpster	Estimate 10	10.00 EA	234.00 EA	2,340.00	
A-Frame	Estimate 20	20.00 EA	15.00 EA	300.00	
Barricade (Metal)	Estimate 25	25.00 EA	15.00 EA	375.00	
Bench (Metal)	TBD	TBD EA	15.00 EA	TBD	
Cable Ramp	Estimate 50	50.00 EA	15.00 EA	750.00	
Chair (Individual)	Estimate 500	500.00 EA	2.50 EA	1,250.00	
Cube Tower	Estimate 4	4.00 EA	100.00 EA	400.00	
Dumpster	TBD	TBD EA	20.00 EA	TBD	
Electrical Splitter Box	Estimate 10	10.00 EA	55.00 EA	550.00	
Electrical Usage Rate	Estimate Only	1.00 EA	11,000.00 EVT	11,000.00	
Forklift	Estimate 30 Hours	30.00 HR	75.00 HR	2,250.00	
Forklift (40 Yard Dumpster)	Estimate 40 Hours	40.00 HR	75.00 HR	3,000.00	
Hang Tag - 8 Days	Estimate 400	400.00 EA	48.00 EA	19,200.00	
Information Booth	TBD	TBD EA	150.00 EA/WK	TBD	
Light Tower (Outside Rental)	TBD	TBD EA	TBD EA	TBD	
Man Lift	Estimate 12 Hours	12.00 HR	75.00 HR	900.00	

EXHIBIT A

Event Information						
Marquee Board	09/18/2023 - 10/15/2023	4.00	WK	Included		Included
Picnic Table (Rectangular & Round)	Estimate 30	30.00	EA	15.00	EA	450.00
Portable Electronic Message Board	10/05/2023 - 10/15/2023	2.00	EA	75.00	EA/DAY	1,650.00
Scissor Lift	TBD	TBD	HR	75.00	HR	TBD
Stanchion	TBD	TBD	EA	5.00	EA	TBD
Sweeper (In-House)	Estimate 35 Hours	35.00	HR	75.00	HR	2,625.00
Ticket Booth (Double Window)	Estimate 2 (10/05/2023 - 10/15/2023)	2.00	EA	100.00	EA/WK	400.00
Tonnage Weight (40 Yard Dumpster)	Estimate 28 Tons	28.00	TON	90.00	TON	2,520.00
Umbrella w/Stand	Estimate 30	30.00	EA	15.00	EA	450.00
Total:						50,410.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant Lead	Estimate 20 Hours	20.00	HR	32.00	HR	640.00
Grounds Attendant	Estimate 60 Hours	60.00	HR	27.00	HR	1,620.00
Janitorial Attendant	Estimate 50 Hours	50.00	HR	27.00	HR	1,350.00
Electrician	Estimate 40 Hours	40.00	HR	67.50	HR	2,700.00
Plumber	Estimate 20 Hours	20.00	HR	67.50	HR	1,350.00
Event Day						
Grounds Attendant Lead	10/05/2023 02:00PM - 10:00PM	1.00	EA	32.00	HR	256.00
Grounds Attendant	10/05/2023 02:00PM - 10:00PM	5.00	EA	27.00	HR	1,080.00
Janitorial Attendant Lead	10/05/2023 02:00PM - 10:00PM	1.00	EA	32.00	HR	256.00
Janitorial Attendant	10/05/2023 02:00PM - 10:00PM	10.00	EA	27.00	HR	2,160.00
Electrician	10/05/2023 02:00PM - 10:00PM	1.00	EA	67.50	HR	540.00
Plumber	TBD	TBD	EA	67.50	HR	TBD
Grounds Attendant Lead	10/06/2023 08:00AM - 10:00PM	1.00	EA	32.00	HR	448.00
Grounds Attendant	10/06/2023 08:00AM - 10:00PM	5.00	EA	27.00	HR	1,890.00
Janitorial Attendant Lead	10/06/2023 08:00AM - 10:00PM	1.00	EA	32.00	HR	448.00
Janitorial Attendant	10/06/2023 08:00AM - 10:00PM	10.00	EA	27.00	HR	3,780.00
Electrician	10/06/2023 08:00AM - 10:00PM	1.00	EA	67.50	HR	945.00
Plumber	TBD	TBD	EA	67.50	HR	TBD
Grounds Attendant Lead	10/07/2023 09:00AM - 10:00PM	1.00	EA	32.00	HR	416.00
Grounds Attendant	10/07/2023 09:00AM - 10:00PM	5.00	EA	27.00	HR	1,755.00
Janitorial Attendant Lead	10/07/2023 09:00AM - 10:00PM	1.00	EA	32.00	HR	416.00
Janitorial Attendant	10/07/2023 09:00AM - 10:00PM	10.00	EA	27.00	HR	3,510.00
Electrician	10/07/2023 09:00AM - 10:00PM	1.00	EA	67.50	HR	877.50
Plumber	TBD	TBD	EA	67.50	HR	TBD
Grounds Attendant Lead	10/08/2023 09:00AM - 10:00PM	1.00	EA	32.00	HR	416.00
Grounds Attendant	10/08/2023 09:00AM - 10:00PM	5.00	EA	27.00	HR	1,755.00
Janitorial Attendant Lead	10/08/2023 09:00AM - 10:00PM	1.00	EA	32.00	HR	416.00
Janitorial Attendant	10/08/2023 09:00AM - 10:00PM	10.00	EA	27.00	HR	3,510.00
Electrician	10/08/2023 09:00AM - 10:00PM	1.00	EA	67.50	HR	877.50
Plumber	TBD	TBD	EA	67.50	HR	TBD
Grounds Attendant Lead	10/09/2023 Estimate 8 Hours	8.00	HR	32.00	HR	256.00
Grounds Attendant	10/09/2023 Estimate 8 Hours	8.00	HR	27.00	HR	216.00
Janitorial Attendant	10/09/2023 Estimate 8 Hours	8.00	HR	27.00	HR	216.00

EXHIBIT A

Event Information						
Electrician	10/09/2023 Estimate 8 Hours	8.00	HR	67.50	HR	540.00
Plumber	TBD	TBD	HR	67.50	HR	TBD
Grounds Attendant Lead	10/10/2023 Estimate 8 Hours	8.00	HR	32.00	HR	256.00
Grounds Attendant	10/10/2023 Estimate 8 Hours	8.00	HR	27.00	HR	216.00
Janitorial Attendant	10/10/2023 Estimate 8 Hours	8.00	HR	27.00	HR	216.00
Electrician	10/10/2023 Estimate 8 Hours	8.00	HR	67.50	HR	540.00
Plumber	TBD	TBD	HR	67.50	HR	TBD
Grounds Attendant Lead	10/11/2023 Estimate 8 Hours	8.00	HR	32.00	HR	256.00
Grounds Attendant	10/11/2023 Estimate 8 Hours	8.00	HR	27.00	HR	216.00
Janitorial Attendant	10/11/2023 Estimate 8 Hours	8.00	HR	27.00	HR	216.00
Electrician	10/11/2023 Estimate 8 Hours	8.00	HR	67.50	HR	540.00
Plumber	TBD	TBD	HR	67.50	HR	TBD
Grounds Attendant Lead	10/12/2023 02:00PM - 10:00PM	1.00	EA	32.00	HR	256.00
Grounds Attendant	10/12/2023 02:00PM - 10:00PM	5.00	EA	27.00	HR	1,080.00
Janitorial Attendant Lead	10/12/2023 02:00PM - 10:00PM	1.00	EA	32.00	HR	256.00
Janitorial Attendant	10/12/2023 02:00PM - 10:00PM	10.00	EA	27.00	HR	2,160.00
Electrician	10/12/2023 02:00PM - 10:00PM	1.00	EA	67.50	HR	540.00
Plumber	TBD	TBD	EA	67.50	HR	TBD
Grounds Attendant Lead	10/13/2023 02:00PM - 10:00PM	1.00	EA	32.00	HR	256.00
Grounds Attendant	10/13/2023 02:00PM - 10:00PM	5.00	EA	27.00	HR	1,080.00
Janitorial Attendant Lead	10/13/2023 02:00PM - 10:00PM	1.00	EA	32.00	HR	256.00
Janitorial Attendant	10/13/2023 02:00PM - 10:00PM	10.00	EA	27.00	HR	2,160.00
Electrician	10/13/2023 02:00PM - 10:00PM	1.00	EA	67.50	HR	540.00
Plumber	TBD	TBD	EA	67.50	HR	TBD
Grounds Attendant Lead	10/14/2023 09:00AM - 10:00PM	1.00	EA	32.00	HR	416.00
Grounds Attendant	10/14/2023 09:00AM - 10:00PM	5.00	EA	27.00	HR	1,755.00
Janitorial Attendant Lead	10/14/2023 09:00AM - 10:00PM	1.00	EA	32.00	HR	416.00
Janitorial Attendant	10/14/2023 09:00AM - 10:00PM	10.00	EA	27.00	HR	3,510.00
Electrician	10/14/2023 09:00AM - 10:00PM	1.00	EA	67.50	HR	877.50
Plumber	TBD	TBD	EA	67.50	HR	TBD
Grounds Attendant Lead	10/15/2023 09:00AM - 10:00PM	1.00	EA	32.00	HR	416.00
Grounds Attendant	10/15/2023 09:00AM - 10:00PM	5.00	EA	27.00	HR	1,755.00
Janitorial Attendant Lead	10/15/2023 09:00AM - 10:00PM	1.00	EA	32.00	HR	416.00
Janitorial Attendant	10/15/2023 09:00AM - 10:00PM	10.00	EA	27.00	HR	3,510.00
Electrician	10/15/2023 09:00AM - 10:00PM	1.00	EA	67.50	HR	877.50
Plumber	TBD	TBD	EA	67.50	HR	TBD
Clean Up						
Grounds Attendant Lead	Estimate 20 Hours	20.00	HR	32.00	HR	640.00
Grounds Attendant	Estimate 60 Hours	60.00	HR	27.00	HR	1,620.00
Janitorial Attendant	Estimate 50 Hours	50.00	HR	27.00	HR	1,350.00
Electrician	Estimate 40 Hours	40.00	HR	67.50	HR	2,700.00
Plumber	Estimate 20 Hours	20.00	HR	67.50	HR	1,350.00
<u>Event Sales & Services</u>						
Event Coordinator	10/05/2023 02:00PM - 10:00PM	1.00	EA	53.00	HR	424.00
Event Coordinator	10/06/2023 08:00AM - 10:00PM	1.00	EA	53.00	HR	742.00

EXHIBIT A

Event Information						
Event Coordinator	10/07/2023 09:00AM - 10:00PM	1.00	EA	53.00	HR	689.00
Event Coordinator	10/08/2023 09:00AM - 10:00PM	1.00	EA	53.00	HR	689.00
Event Coordinator	10/09/2023 Estimate 8 Hours	8.00	HR	53.00	HR	424.00
Event Coordinator	10/10/2023 Estimate 8 Hours	8.00	HR	53.00	HR	424.00
Event Coordinator	10/11/2023 Estimate 8 Hours	8.00	HR	53.00	HR	424.00
Event Coordinator	10/12/2023 02:00PM - 10:00PM	1.00	EA	53.00	HR	424.00
Event Coordinator	10/13/2023 02:00PM - 10:00PM	1.00	EA	53.00	HR	424.00
Event Coordinator	10/14/2023 09:00AM - 10:00PM	1.00	EA	53.00	HR	689.00
Event Coordinator	10/15/2023 09:00AM - 10:00PM	1.00	EA	53.00	HR	689.00
<u>Parking</u>						
Parking Attendant Lead	Estimate 24 Hours	24.00	HR	32.00	HR	768.00
Parking Attendant	Estimate 54 Hours	54.00	HR	27.00	HR	1,458.00
<u>Safety & Security</u>						
Security Attendant - Overnight	09/20/2023 09:00PM - 09:00AM	2.00	EA	27.00	HR	648.00
Security Attendant - Overnight	09/21/2023 09:00PM - 09:00AM	2.00	EA	27.00	HR	648.00
Security Attendant - Overnight	09/22/2023 09:00PM - 09:00AM	2.00	EA	27.00	HR	648.00
Security Attendant - Overnight	09/23/2023 09:00PM - 09:00AM	2.00	EA	27.00	HR	648.00
Security Attendant - Overnight	09/24/2023 09:00PM - 09:00AM	2.00	EA	27.00	HR	648.00
Security Attendant - Overnight	09/25/2023 09:00PM - 09:00AM	2.00	EA	27.00	HR	648.00
Security Attendant - Overnight	09/26/2023 09:00PM - 09:00AM	2.00	EA	27.00	HR	648.00
Security Attendant - Overnight	09/27/2023 09:00PM - 09:00AM	2.00	EA	27.00	HR	648.00
Security Attendant - Overnight	09/28/2023 09:00PM - 09:00AM	2.00	EA	27.00	HR	648.00
Security Attendant - Overnight	09/29/2023 09:00PM - 09:00AM	2.00	EA	27.00	HR	648.00
Security Attendant - Overnight	09/30/2023 09:00PM - 09:00AM	2.00	EA	27.00	HR	648.00
Security Attendant - Overnight	10/01/2023 09:00PM - 09:00AM	2.00	EA	27.00	HR	648.00
Security Attendant - Overnight	10/02/2023 09:00PM - 09:00AM	2.00	EA	27.00	HR	648.00
Security Attendant - Overnight	10/03/2023 09:00PM - 09:00AM	2.00	EA	27.00	HR	648.00
Security Attendant - Overnight	10/04/2023 09:00PM - 09:00AM	2.00	EA	27.00	HR	648.00
Security Attendant Lead	10/05/2023 02:00PM - 09:30PM	1.00	EA	32.00	HR	240.00
Security Attendant	10/05/2023 02:00PM - 09:30PM	6.00	EA	27.00	HR	1,215.00
Security Attendant - Overnight	10/05/2023 09:00PM - 09:00AM	2.00	EA	27.00	HR	648.00
Security Attendant Lead	10/06/2023 08:00AM - 09:30PM	1.00	EA	32.00	HR	432.00
Security Attendant	10/06/2023 08:00AM - 09:30PM	6.00	EA	27.00	HR	2,187.00
Security Attendant - Overnight	10/06/2023 09:00PM - 09:00AM	2.00	EA	27.00	HR	648.00
Security Attendant Lead	10/07/2023 09:00AM - 09:30PM	1.00	EA	32.00	HR	400.00
Security Attendant	10/07/2023 09:00AM - 09:30PM	6.00	EA	27.00	HR	2,025.00
Security Attendant - Overnight	10/07/2023 09:00PM - 09:00AM	2.00	EA	27.00	HR	648.00
Security Attendant Lead	10/08/2023 09:00AM - 09:30PM	1.00	EA	32.00	HR	400.00
Security Attendant	10/08/2023 09:00AM - 09:30PM	6.00	EA	27.00	HR	2,025.00
Security Attendant - Overnight	10/08/2023 09:00PM - 09:00AM	2.00	EA	27.00	HR	648.00
Security Attendant Lead	10/09/2023 06:00AM - 11:30PM	1.00	EA	32.00	HR	560.00
Security Attendant	10/09/2023 06:00AM - 11:30PM	4.00	EA	27.00	HR	1,890.00
Security Attendant - Overnight	10/09/2023 09:00PM - 09:00AM	2.00	EA	27.00	HR	648.00
Security Attendant Lead	10/10/2023 06:00AM - 11:30PM	1.00	EA	32.00	HR	560.00
Security Attendant	10/10/2023 06:00AM - 11:30PM	4.00	EA	27.00	HR	1,890.00

EXHIBIT A

Event Information						
Security Attendant - Overnight	10/10/2023 09:00PM - 09:00AM	2.00	EA	27.00	HR	648.00
Security Attendant Lead	10/11/2023 06:00AM - 11:30PM	1.00	EA	32.00	HR	560.00
Security Attendant	10/11/2023 06:00AM - 11:30PM	4.00	EA	27.00	HR	1,890.00
Security Attendant - Overnight	10/11/2023 09:00PM - 09:00AM	2.00	EA	27.00	HR	648.00
Security Attendant Lead	10/12/2023 02:00PM - 09:30PM	1.00	EA	32.00	HR	240.00
Security Attendant	10/12/2023 02:00PM - 09:30PM	6.00	EA	27.00	HR	1,215.00
Security Attendant - Overnight	10/12/2023 09:00PM - 09:00AM	2.00	EA	27.00	HR	648.00
Security Attendant Lead	10/13/2023 02:00PM - 09:30PM	1.00	EA	32.00	HR	240.00
Security Attendant	10/13/2023 02:00PM - 09:30PM	6.00	EA	27.00	HR	1,215.00
Security Attendant - Overnight	10/13/2023 09:00PM - 09:00AM	2.00	EA	27.00	HR	648.00
Security Attendant Lead	10/14/2023 09:00AM - 09:30PM	1.00	EA	32.00	HR	400.00
Security Attendant	10/14/2023 09:00AM - 09:30PM	6.00	EA	27.00	HR	2,025.00
Security Attendant - Overnight	10/14/2023 09:00PM - 09:00AM	2.00	EA	27.00	HR	648.00
Security Attendant Lead	10/15/2023 09:00AM - 09:30PM	1.00	EA	32.00	HR	400.00
Security Attendant	10/15/2023 09:00AM - 09:30PM	6.00	EA	27.00	HR	2,025.00
Security Attendant - Overnight	10/15/2023 09:00PM - 09:00AM	2.00	EA	27.00	HR	648.00
<u>Technology</u>						
Technology Attendant	Estimate 10 Hours	10.00	HR	53.00	HR	530.00
<u>Outside Services</u>						
Costa Mesa Police Department	TBD	TBD	EA	TBD	EVT	TBD
Emergency Medical Services	09/20/2023 06:30AM - 11:30PM	2.00	EA	28.00	HR	952.00
Emergency Medical Services	09/21/2023 06:30AM - 11:30PM	2.00	EA	28.00	HR	952.00
Emergency Medical Services	09/22/2023 06:30AM - 11:30PM	2.00	EA	28.00	HR	952.00
Emergency Medical Services	09/23/2023 06:30AM - 11:30PM	2.00	EA	28.00	HR	952.00
Emergency Medical Services	09/24/2023 06:30AM - 11:30PM	2.00	EA	28.00	HR	952.00
Emergency Medical Services	09/25/2023 06:30AM - 11:30PM	2.00	EA	28.00	HR	952.00
Emergency Medical Services	09/26/2023 06:30AM - 11:30PM	2.00	EA	28.00	HR	952.00
Emergency Medical Services	09/27/2023 06:30AM - 11:30PM	2.00	EA	28.00	HR	952.00
Emergency Medical Services	09/28/2023 06:30AM - 11:30PM	2.00	EA	28.00	HR	952.00
Emergency Medical Services	09/29/2023 06:30AM - 11:30PM	2.00	EA	28.00	HR	952.00
Emergency Medical Services	09/30/2023 06:30AM - 11:30PM	2.00	EA	28.00	HR	952.00
Emergency Medical Services	10/01/2023 06:30AM - 11:30PM	2.00	EA	28.00	HR	952.00
Emergency Medical Services	10/02/2023 06:30AM - 11:30PM	2.00	EA	28.00	HR	952.00
Emergency Medical Services	10/03/2023 06:30AM - 11:30PM	2.00	EA	28.00	HR	952.00
Emergency Medical Services	10/04/2023 06:30AM - 11:30PM	2.00	EA	28.00	HR	952.00
Emergency Medical Services	10/05/2023 02:30PM - 09:30PM	4.00	EA	28.00	HR	784.00
Emergency Medical Services	10/06/2023 08:30AM - 09:30PM	4.00	EA	28.00	HR	1,456.00
Emergency Medical Services	10/07/2023 09:30AM - 09:30PM	4.00	EA	28.00	HR	1,344.00
Emergency Medical Services	10/08/2023 09:30AM - 09:30PM	4.00	EA	28.00	HR	1,344.00
Emergency Medical Services	10/12/2023 02:30PM - 09:30PM	4.00	EA	28.00	HR	784.00
Emergency Medical Services	10/13/2023 02:30PM - 09:30PM	4.00	EA	28.00	HR	784.00
Emergency Medical Services	10/14/2023 09:30AM - 09:30PM	4.00	EA	28.00	HR	1,344.00
Emergency Medical Services	10/15/2023 09:30AM - 09:30PM	4.00	EA	28.00	HR	1,344.00
Orange County Sheriff Services	Estimate Only	1.00	EA	48,600.00	EVT	48,600.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	12.00	HR	263.00	HR	3,156.00

EXHIBIT A

Event Information

Trash Collection & Sweeping Services	Estimate Only	1.00	EA	8,000.00	EVT	8,000.00
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Total: 200,189.00

Summary

Facility Rental Total	\$165,875.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$250,599.00
Parking Buyout (<i>Based upon 250 vehicles at \$18.00 per vehicle; Valid October 9 - 11, 2023</i>)	\$4,500.00
Refundable Deposit	\$25,000.00

Grand Total: \$445,974.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment - (25% Facility Fee)	<i>Upon Signing</i>	\$41,468.75
Second Payment	07/20/2023	\$202,252.75
Third Payment	08/21/2023	\$202,252.50
Total:		\$445,974.00

Please Remit Payment in *Check or Credit Card Only*

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

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

AMENDMENTS

Any changes to this agreement will be outlined in an amendment to be signed and executed by Renter and the OC Fair & Event Center.

BANNERS

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

EXHIBIT A

Event Information

DRONES

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

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

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT V

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

GLASS

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

OTHER EVENTS

Renter understands that other events will be taking place in other OCFEC buildings, and that attendees to those shows will need access through the Main Mall to get to their event.

PEPSI BEVERAGES

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

RECYCLING / SB 1383

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

SOUND ORDINANCE

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

EXHIBIT A

Event Information

STATE FIRE MARSHAL

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

TEMPORARY STRUCTURES

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

FORM F-31

AGREEMENT NO. **R-019-23**

REVIEWED _____

DATE **June 21, 2023**

FAIRTIME

INTERIM **XX**

APPROVED _____

RENTAL AGREEMENT

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

WITNESSETH:

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

August 23 - 24, 2023

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

See Exhibit A

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

Fight Club OC

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

\$16,717.25

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

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

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

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

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

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

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

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

EXHIBIT A

Event Information				
Event Name:	Fight Club OC	Contract No:	R-019-23	
Contact Person:	Roy Englebrecht	Phone:	(949) 235-6155	
Event Date:	08/24/2023	Hours:	Happy Hour (Baja Blues):	5:30 PM - 6:30 PM
			Doors:	6:00 PM
Admission Price:	Adult: \$40.00 - \$80.00		Event:	7:00 PM - 10:00 PM
Vehicle Parking Fee:	\$12.00 General Parking	Projected Attendance:	1,400	

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Wednesday			
The Hangar	08/23/2023 06:00 AM - 11:59 PM	Move In	550.00
Thursday			
The Hangar	08/24/2023 05:30 PM - 10:00 PM	Event	2,700.00
Total:			3,250.00

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

Move out must be completed by 11:59 PM Thursday - August 24, 2023 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
25 MB Internet - Hard Line	08/24/2023	1.00	EA	250.00	EA/DAY	250.00
100 Amp Drop	Estimate 2	2.00	EA	180.00	EA	360.00
200 Amp Drop	As Needed Per Request	TBD	EA	360.00	EA	TBD
Barricade (Plastic)	Flat Rate (Delivery & Pick Up Only, No Set Up)	1.00	EA	200.00	FLAT	200.00
Bleacher (100 Seat Section)	Estimate 3	3.00	EA	200.00	EA	600.00
Cable Ramp	TBD	TBD	EA	15.00	EA	TBD
Chair (Tied)	Estimate 1,000	1,000.00	EA	2.00	EA	2,000.00
Chair (Individual)	Estimate 300	300.00	EA	1.00	EA	300.00
Dumpster	Estimate 6	6.00	EA	20.00	EA	120.00
Electrical Splitter Box	TBD	TBD	EA	55.00	EA	TBD
Electrical Usage Rate	Estimate Only	1.00	EA	250.00	EVT	250.00
Folding Table (Rectangular)	Estimate 2	2.00	EA	15.00	EA	30.00
Forklift	Estimate 6 Hours	6.00	HR	75.00	HR	450.00
Man Lift (Banners)	Estimate 4 Hours	4.00	HR	75.00	HR	300.00
Marquee Board	08/18/2023 - 08/24/2023	1.00	WK	Included		Included
Portable Electronic Message Board	08/24/2023	2.00	EA	75.00	EA/DAY	150.00
Projector and Screen	08/24/2023	1.00	EA	1,500.00	EA/DAY	1,500.00
Scissor Lift (Production)	Estimate 2 Hours	2.00	HR	75.00	HR	150.00
Stanchion	Estimate 45	45.00	EA	1.00	EA	45.00
Sweeper (In-House)	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
Trussing Unit	TBD	TBD	EA	100.00	EA	TBD
Wireless Internet Router	Estimate 2	2.00	EA	75.00	EA	150.00
Total:						7,080.00

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

EXHIBIT A

Event Information

Event Day

Grounds Attendant Lead	08/24/2023 05:30PM - 10:00PM	1.00	EA	32.00	HR	144.00
Grounds Attendant	08/24/2023 05:30PM - 10:00PM	2.00	EA	27.00	HR	243.00
Janitorial Attendant	08/24/2023 05:30PM - 10:00PM	2.00	EA	27.00	HR	243.00
Electrician	08/24/2023 05:30PM - 10:00PM	1.00	EA	67.50	HR	303.75

Clean Up

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

Event Sales & Services

Event Coordinator	08/24/2023 05:30PM - 10:00PM	1.00	EA	53.00	HR	238.50
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Parking

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

Security Attendant Lead	08/24/2023 06:15PM - 10:45PM	1.00	EA	32.00	HR	144.00
Security Attendant	08/24/2023 06:15PM - 10:45PM	5.00	EA	27.00	HR	607.50
Security Attendant	08/24/2023 04:30PM - 09:00PM	2.00	EA	27.00	HR	243.00

Technology

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

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

Total: 5,887.25

Summary

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

Grand Total: \$16,717.25

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	08/09/2023	\$8,358.75
Second Payment	08/16/2023	\$8,358.50

Total: \$16,717.25

Please Remit Payment in *Check Only*

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

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

EXHIBIT A

Event Information

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

BOOKING PROTECTION

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

CHAIRS

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

COMPLIMENTARY PARKING PASSES

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT V

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

FUTURE TERMS

Future terms and agreements subject to change.

OAK VIEW GROUP dba OVG HOSPITALITY

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

RECYCLING / SB 1383

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

EXHIBIT A

Event Information

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-026-23**

REVIEWED _____

DATE **July 11, 2023**

FAIRTIME

APPROVED _____

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

August 23 - 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:

626 Night Market - OC

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

\$156,615.50

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.

**Incuplace, LLC
P.O. Box 3772
Alhambra, CA 91803**

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

By: _____ Date: _____
**Title: Jonny Hwang, Promoter on behalf
Incuplace, LLC**

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

EXHIBIT A

Event Information				
Event Name:	626 Night Market - OC		Contract No:	R-026-23
Contact Person:	Jonny Hwang		Phone:	(626) 765-5066
Event Date:	08/25/2023 - 08/27/2023		Hours:	Friday - Sunday: 4:00 PM - 11:00 PM
Admission Price:	\$5.00			
Vehicle Parking Fee:	\$12.00 General Parking		Projected Attendance:	25,000
Facility Rental Fees				
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>	
Wednesday				
OC Promenade (Span)	08/23/2023 07:00 AM - 11:59 PM	Move In	1,287.50	
½ Parking Lot G	08/23/2023 07:00 AM - 11:59 PM	Move In	537.50	
Parking Lot I	08/23/2023 07:00 AM - 11:59 PM	Move In	1,075.00	
Thursday				
OC Promenade (Span)	08/24/2023 07:00 AM - 11:59 PM	Move In	1,287.50	
½ Parking Lot G	08/24/2023 07:00 AM - 11:59 PM	Move In	537.50	
Parking Lot I	08/24/2023 07:00 AM - 11:59 PM	Move In	1,075.00	
Friday				
OC Promenade (Span)	08/25/2023 04:00 PM - 11:00 PM	Event	2,575.00	
½ Parking Lot G	08/25/2023 04:00 PM - 11:00 PM	Event	1,075.00	
Parking Lot I	08/25/2023 04:00 PM - 11:00 PM	Event	2,150.00	
Saturday				
OC Promenade (Span)	08/26/2023 04:00 PM - 11:00 PM	Event	2,575.00	
½ Parking Lot G	08/26/2023 04:00 PM - 11:00 PM	Event	1,075.00	
Parking Lot I	08/26/2023 04:00 PM - 11:00 PM	Event	2,150.00	
Sunday				
OC Promenade (Span)	08/27/2023 04:00 PM - 11:00 PM	Event	2,575.00	
½ Parking Lot G	08/27/2023 04:00 PM - 11:00 PM	Event	1,075.00	
Parking Lot I	08/27/2023 04:00 PM - 11:00 PM	Event	2,150.00	
Monday				
OC Promenade (Span)	08/28/2023 07:00 AM - 11:59 AM	Move Out	No Charge	
½ Parking Lot G	08/28/2023 07:00 AM - 11:59 AM	Move Out	No Charge	
Parking Lot I	08/28/2023 07:00 AM - 11:59 AM	Move Out	No Charge	
			Total:	23,200.00

Hosting of this event in the above specified spaces, OC Promenade, ½ Parking Lot G and Parking Lot I, is contingent upon approval and receipt of all appropriate permits from the Orange County Health Care Agency, CA Fire Marshal and any other applicable entities/agencies, and also ensure that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.

Move out must be completed by 11:59 AM Monday - August 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>
20 Amp Drop	TBD	TBD	EA	25.00	EA	TBD
30 Amp Drop	TBD	TBD	EA	50.00	EA	TBD
50 Amp Drop	Estimate 2	2.00	EA	70.00	EA	140.00
100 Amp Drop	TBD	TBD	EA	180.00	EA	TBD
200 Amp Drop	Estimate 4	4.00	EA	360.00	EA	1,440.00
400 Amp Drop	TBD	TBD	EA	720.00	EA	TBD
40 Yard Dumpster	Estimate 14	14.00	EA	234.00	EA	3,276.00
Barricade (Metal)	TBD	TBD	EA	15.00	EA	TBD
Barricade (Plastic)	Estimate 80	80.00	EA	15.00	EA	1,200.00
Cable Ramp	Estimate 150	150.00	EA	15.00	EA	2,250.00

EXHIBIT A

Event Information						
Concrete Base	Estimate 2	2.00	EA	75.00	EA	150.00
Dumpster	TBD	TBD	EA	20.00	EA	TBD
Electrical Splitter Box	Estimate 80	80.00	EA	55.00	EA	4,400.00
Electrical Usage Rate	Estimate Only	1.00	EA	2,600.00	EVT	2,600.00
EVOLV - Weapon Detection System	08/25/2023 - 08/27/2023	1.00	EA	800.00	EA/DAY	2,400.00
Forklift (40 Yard Dumpster)	Estimate 35 Hours	35.00	HR	75.00	HR	2,625.00
Forklift (Equipment)	Estimate 30 Hours	30.00	HR	75.00	HR	2,250.00
Forklift (Picnic Tables)	Estimate 30 Hours	30.00	HR	75.00	HR	2,250.00
Man Lift	Estimate 5 Hours	5.00	HR	75.00	HR	375.00
Marquee Board	07/31/2023 - 08/27/2023	4.00	WK	Included		Included
Picnic Table (Rectangular & Round)	Estimate 130	130.00	EA	15.00	EA	1,950.00
Portable Electronic Message Board	08/25/2023 - 08/27/2023	2.00	EA	75.00	EA/DAY	450.00
Scissor Lift	TBD	TBD	HR	75.00	HR	TBD
Stanchion	Estimate 200	200.00	EA	5.00	EA	1,000.00
Sweeper (In-House)	Estimate 10 Hours	10.00	HR	75.00	HR	750.00
Ticket Booth (Double Window)	Estimate 1	1.00	EA	100.00	EA	100.00
Tonnage Weight (40 Yard Dumpster)	Estimate 30 Tons	30.00	TON	90.00	TON	2,700.00
Umbrella w/Stand	TBD	TBD	EA	15.00	EA	TBD
Total:						32,306.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant Lead	Estimate 12 Hours	12.00	HR	32.00	HR	384.00
Grounds Attendant	Estimate 64 Hours	64.00	HR	27.00	HR	1,728.00
Janitorial Attendant	Estimate 38 Hours	38.00	HR	27.00	HR	1,026.00
Electrician	Estimate 48 Hours	48.00	HR	67.50	HR	3,240.00
Plumber	Estimate 11 Hours	11.00	HR	67.50	HR	742.50
Event Day						
Grounds Attendant Lead	08/25/2023 03:00PM - 01:00AM	1.00	EA	32.00	HR	320.00
Grounds Attendant	08/25/2023 07:00AM - 03:30PM	4.00	EA	27.00	HR	918.00
Grounds Attendant	08/25/2023 03:00PM - 01:00AM	8.00	EA	27.00	HR	2,160.00
Janitorial Attendant Lead	08/25/2023 02:00PM - 01:00AM	1.00	EA	32.00	HR	352.00
Janitorial Attendant	08/25/2023 08:00AM - 02:00PM	3.00	EA	27.00	HR	486.00
Janitorial Attendant	08/25/2023 02:00PM - 01:00AM	17.00	EA	27.00	HR	5,049.00
Janitorial Attendant	08/25/2023 06:00PM - 01:00AM	8.00	EA	27.00	HR	1,512.00
Electrician	08/25/2023 03:00PM - 01:00AM	1.00	EA	67.50	HR	675.00
Plumber	Estimate 4 Hours	4.00	HR	67.50	HR	270.00
Grounds Attendant Lead	08/26/2023 03:00PM - 01:00AM	1.00	EA	32.00	HR	320.00
Grounds Attendant	08/26/2023 07:00AM - 03:30PM	4.00	EA	27.00	HR	918.00
Grounds Attendant	08/26/2023 03:00PM - 01:00AM	8.00	EA	27.00	HR	2,160.00
Janitorial Attendant Lead	08/26/2023 03:00PM - 01:00AM	1.00	EA	32.00	HR	320.00
Janitorial Attendant	08/26/2023 03:00PM - 01:00AM	17.00	EA	27.00	HR	4,590.00
Janitorial Attendant	08/26/2023 06:00PM - 01:00AM	8.00	EA	27.00	HR	1,512.00
Electrician	08/26/2023 03:00PM - 01:00AM	1.00	EA	67.50	HR	675.00
Plumber	Estimate 4 Hours	4.00	HR	67.50	HR	270.00
Grounds Attendant Lead	08/27/2023 03:00PM - 12:00AM	1.00	EA	32.00	HR	288.00
Grounds Attendant	08/27/2023 03:00PM - 12:00AM	8.00	EA	27.00	HR	1,944.00

Event Information

Total: 91,109.50

EXHIBIT A

Event Information

Summary

Facility Rental Total	\$23,200.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$123,415.50
Refundable Deposit	\$10,000.00
Grand Total:	\$156,615.50

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	<i>Upon Signing</i>	\$78,307.75
Second Payment	07/24/2023	\$78,307.75
Total:		\$156,615.50

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.

BANNERS

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT V

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

FOOD & BEVERAGE VENDOR FEE – 626 NIGHT MARKET - OC

Incuplace, LLC agrees to pay \$110.00 per food vendor (per 10'x10' space) and \$60.00 per food truck to OVG Hospitality by no later than **Tuesday - August 22, 2023**. OVG Hospitality will sell and serve all alcohol beverages during this event. A complete food & beverage vendor list must be provided to OVG Hospitality with submittal of associated fees.

EXHIBIT A

Event Information

FUTURE TERMS

Future terms and agreements subject to change.

GLASS

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

PEPSI BEVERAGES

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

RECYCLING / SB 1383

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

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

FORM F-31

REVIEWED _____

APPROVED _____

AGREEMENT NO. **R-034-23**

DATE **July 19, 2023**

FAIRTIME

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

November 10 - 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:

Repticon

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

\$23,353.00

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.

**Vivid Special Events, LLC
141 East Central Avenue, Ste 430
Winter Haven, FL 33880**

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

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

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

EXHIBIT A

Event Information				
Event Name:	Repticon		Contract No:	R-034-23
Contact Person:	Darlyne Mello		Phone:	(863) 268-4273 x200
Event Date:	11/11/2023 - 11/12/2023		Hours:	Saturday: 9:00 AM - 4:00 PM Sunday: 10:00 AM - 4:00 PM
Admission Price:	2 Day: \$15.00 1 Day: \$12.00 Children 4 & Under: Free			
Vehicle Parking Fee:	\$12.00 General Parking		Projected Attendance:	2,000

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday			
Huntington Beach Building (#12)	11/10/2023 09:30 AM - 08:00 PM	Move In	1,837.50
Saturday			
Huntington Beach Building (#12)	11/11/2023 09:00 AM - 04:00 PM	Event	3,675.00
Sunday			
Huntington Beach Building (#12)	11/12/2023 10:00 AM - 04:00 PM	Event	3,675.00
Monday			
Huntington Beach Building (#12)	11/13/2023 06:00 AM - 11:59 AM	Move Out	No Charge

Total: 9,187.50

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

Move out must be completed by 11:59 AM Monday - November 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>
20 Amp Drop	TBD	TBD	EA	25.00	EA	TBD
50 Amp Drop	TBD	TBD	EA	70.00	EA	TBD
Cable Ramp	Estimate 7	7.00	EA	15.00	EA	105.00
Dumpster	Estimate 20	20.00	EA	20.00	EA	400.00
Electrical Splitter Box	Estimate 20	20.00	EA	55.00	EA	1,100.00
Electrical Usage Rate	Estimate Only	1.00	EA	1,000.00	EVT	1,000.00
Forklift	Estimate 4 Hours	4.00	HR	75.00	HR	300.00
Hang Tag - 2 Day	TBD	TBD	EA	12.00	EA	TBD
Marquee Board	11/06/2023 - 11/12/2023	1.00	WK	Included		Included
Portable Electronic Message Board	11/11/2023 - 11/12/2023	2.00	EA	75.00	EA/DAY	300.00
Public Address System (Per Building)	11/11/2023 - 11/12/2023	1.00	EA	75.00	EA/DAY	150.00
Scissor Lift	Estimate 7 Hours	7.00	HR	75.00	HR	525.00
Sweeper (In-House)	Estimate 2 Hours	2.00	HR	75.00	HR	150.00
Total:						4,030.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	32.00	HR	256.00
Grounds Attendant	Estimate 12 Hours	12.00	HR	27.00	HR	324.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	27.00	HR	216.00
Electrician	Estimate 7 Hours	7.00	HR	67.50	HR	472.50
Event Day						
Grounds Attendant Lead	11/11/2023 08:00AM - 05:00PM	1.00	EA	48.00	HR*	432.00
Grounds Attendant	11/11/2023 08:00AM - 05:00PM	1.00	EA	40.50	HR*	364.50
Janitorial Attendant	11/11/2023 08:00AM - 05:00PM	2.00	EA	40.50	HR*	729.00

EXHIBIT A

Event Information						
Grounds Attendant Lead	11/12/2023 09:00AM - 05:00PM	1.00	EA	32.00	HR	256.00
Grounds Attendant	11/12/2023 09:00AM - 05:00PM	1.00	EA	27.00	HR	216.00
Janitorial Attendant	11/12/2023 09:00AM - 05:00PM	2.00	EA	27.00	HR	432.00
Clean Up						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	32.00	HR	256.00
Grounds Attendant	Estimate 8 Hours	8.00	HR	27.00	HR	216.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	27.00	HR	216.00
Electrician	Estimate 4 Hours	4.00	HR	67.50	HR	270.00
<u>Event Sales & Services</u>						
Event Coordinator	11/11/2023 08:00AM - 05:00PM	1.00	EA	79.50	HR*	715.50
Event Coordinator	11/12/2023 09:00AM - 05:00PM	1.00	EA	53.00	HR	424.00
<u>Parking</u>						
Parking Attendant Lead	Estimate 8 Hours	8.00	HR	32.00	HR	256.00
Parking Attendant	Estimate 16 Hours	16.00	HR	27.00	HR	432.00
<u>Safety & Security</u>						
Security Attendant	11/11/2023 08:00AM - 04:30PM	2.00	EA	40.50	HR*	688.50
Security Attendant	11/12/2023 09:00AM - 04:30PM	2.00	EA	27.00	HR	405.00
<u>Technology</u>						
Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00
<u>Outside Services</u>						
Emergency Medical Services	11/11/2023 08:30AM - 04:30PM	2.00	EA	42.00	HR*	672.00
Emergency Medical Services	11/12/2023 09:30AM - 04:30PM	2.00	EA	28.00	HR	392.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
*State Holiday Rates				Total:		9,135.50

Summary

Facility Rental Total	\$9,187.50
Estimated Equipment, Reimbursable Personnel and Services Total	\$13,165.50
Refundable Deposit	\$1,000.00
Grand Total:	\$23,353.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	08/11/2023	\$7,784.50
Second Payment	09/11/2023	\$7,784.25
Third Payment	10/10/2023	\$7,784.25
Total:		\$23,353.00

Please Remit Payment in *Check Only*

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

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

EXHIBIT A

Event Information

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT V

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

RECYCLING / SB 1383

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

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

FORM F-31

REVIEWED _____

APPROVED _____

AGREEMENT NO. **R-067-23**

DATE **August 22, 2023**

FAIRTIME

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

September 30, 2023

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

See Exhibit A

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

OCWS - Fall Membership Event

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

\$2,720.00

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

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

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

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

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

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

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

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

EXHIBIT A

Event Information			
Event Name:	OCWS - Fall Membership Event	Contract No:	R-067-23
Contact Person:	Fran Gitsham	Phone:	(714) 287-9663
Event Date:	09/30/2023	Hours:	12:00 PM - 9:00 PM
Vehicle Parking Fee:	No Charge (Private Event)	Projected Attendance:	130

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Saturday			
Courtyard	09/30/2023 08:00 AM - 12:00 PM	Move In	No Charge
Courtyard	09/30/2023 12:00 PM - 09:00 PM	Event	475.00
Total:			475.00

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

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

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
Dumpster	Estimate 2	2.00	EA	20.00	EA	40.00
Electrical Splitter Box	Estimate 3	3.00	EA	55.00	EA	165.00
Electrical Usage Rate	Estimate Only	1.00	EA	250.00	EVT	250.00
Forklift	Estimate 4 Hours	4.00	HR	75.00	HR	300.00
Picnic Table (Rectangular & Round)	Estimate 20	20.00	EA	15.00	EA	300.00
Straw Bale	TBD	TBD	EA	5.00	EA	TBD
Sweeper (In-House)	Estimate 2 Hours	2.00	HR	75.00	HR	150.00
Total:						1,205.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant Lead	Estimate 1 Hour	1.00	HR	32.00	HR	32.00
Grounds Attendant	Estimate 6 Hours	6.00	HR	27.00	HR	162.00
Electrician	Estimate 1 Hour	1.00	HR	67.50	HR	67.50
Clean Up						
Grounds Attendant Lead	Estimate 1 Hour	1.00	HR	32.00	HR	32.00
Grounds Attendant	Estimate 4 Hours	4.00	HR	27.00	HR	108.00
Janitorial Attendant	Estimate 4 Hours	4.00	HR	27.00	HR	108.00
Electrician	Estimate 1 Hour	1.00	HR	67.50	HR	67.50
<u>Outside Services</u>						
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.00	HR	263.00	HR	263.00
Total:						840.00

Summary		
Facility Rental Total		\$475.00
Estimated Equipment, Reimbursable Personnel and Services Total		\$2,045.00
Refundable Deposit		\$200.00
Grand Total:		\$2,720.00

EXHIBIT A

Event Information

Payment Schedule

Payment Schedule

First Payment

Due Date

Upon Signing

Amount

\$2,720.00

Total: \$2,720.00

Please Remit Payment in *Check Only*

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

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

BANNERS

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT V

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

RECYCLING / SB 1383

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

EXHIBIT A

Event Information

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

FORM F-31

REVIEWED C.G. 6/20/23

APPROVED _____

AGREEMENT NO. **R-095-23**
DATE **June 20, 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 **Shoreline Dog Fanciers Association** 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 31 - September 3, 2023

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

See Exhibit A

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

Shoreline Dog Fanciers Association

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

\$62,718.00

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 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.

**Shoreline Dog Fanciers Association
14306 Holt Avenue
North Tustin, CA 92705**

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

By _____ Date: _____
Title: Kathy Webster, Show Chair

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

Event Information

Admission Price:	Free	
Vehicle Parking Fee:	\$12.00 General Parking	Projected Attendance: 6,000

Facility Rental Fees

Total: 29.225.00

Move out must be completed by 11:59 PM Sunday - September 3, 2023 to avoid additional charges.

Estimated Equipment Fees

Total: 4,811.00

EXHIBIT A

Event Information						
Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant	Estimate 16 Hours	16.00	HR	27.00	HR	432.00
Janitorial Attendant	Estimate 20 Hours	20.00	HR	27.00	HR	540.00
Electrician	Estimate 9 Hours	9.00	HR	67.50	HR	607.50
Event Day						
Grounds Attendant Lead	09/01/2023 07:00AM - 06:00PM	1.00	EA	32.00	HR	352.00
Grounds Attendant	09/01/2023 07:00AM - 06:00PM	4.00	EA	27.00	HR	1,188.00
Janitorial Attendant	09/01/2023 07:00AM - 06:00PM	9.00	EA	27.00	HR	2,673.00
Grounds Attendant Lead	09/02/2023 07:00AM - 06:00PM	1.00	EA	32.00	HR	352.00
Grounds Attendant	09/02/2023 07:00AM - 06:00PM	4.00	EA	27.00	HR	1,188.00
Janitorial Attendant	09/02/2023 07:00AM - 06:00PM	9.00	EA	27.00	HR	2,673.00
Grounds Attendant Lead	09/03/2023 07:00AM - 06:00PM	1.00	EA	32.00	HR	352.00
Grounds Attendant	09/03/2023 07:00AM - 06:00PM	4.00	EA	27.00	HR	1,188.00
Janitorial Attendant	09/03/2023 07:00AM - 06:00PM	9.00	EA	27.00	HR	2,673.00
Clean Up						
Grounds Attendant	Estimate 38 Hours	38.00	HR	40.50	HR*	1,539.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	40.50	HR*	324.00
Electrician	Estimate 6 Hours	6.00	HR	101.25	HR*	607.50
<u>Event Sales & Services</u>						
Event Coordinator	09/01/2023 07:00AM - 06:00PM	1.00	EA	53.00	HR	583.00
Event Coordinator	09/02/2023 07:00AM - 06:00PM	1.00	EA	53.00	HR	583.00
Event Coordinator	09/03/2023 07:00AM - 06:00PM	1.00	EA	53.00	HR	583.00
<u>Parking</u>						
Parking Attendant Lead	Estimate 8 Hours	8.00	HR	32.00	HR	256.00
Parking Attendant	Estimate 16 Hours	16.00	HR	27.00	HR	432.00
<u>Safety & Security</u>						
Security Attendant - Overnight	08/31/2023 09:00PM - 06:30AM	1.00	EA	27.00	HR	256.50
Security Attendant Lead	09/01/2023 07:00AM - 05:30PM	1.00	EA	32.00	HR	336.00
Security Attendant	09/01/2023 07:00AM - 05:30PM	5.00	EA	27.00	HR	1,417.50
Security Attendant - Overnight	09/01/2023 11:45PM - 06:30AM	1.00	EA	27.00	HR	182.25
Security Attendant Lead	09/02/2023 07:00AM - 05:30PM	1.00	EA	32.00	HR	336.00
Security Attendant	09/02/2023 07:00AM - 05:30PM	5.00	EA	27.00	HR	1,417.50
Security Attendant - Overnight	09/02/2023 11:45PM - 06:30AM	1.00	EA	27.00	HR	182.25
Security Attendant Lead	09/03/2023 07:00AM - 05:30PM	1.00	EA	32.00	HR	336.00
Security Attendant	09/03/2023 07:00AM - 05:30PM	5.00	EA	27.00	HR	1,417.50
<u>Technology</u>						
Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00
<u>Outside Services</u>						
Emergency Medical Services	09/01/2023 07:30AM - 05:30PM	2.00	EA	28.00	HR	560.00
Emergency Medical Services	09/02/2023 07:30AM - 05:30PM	2.00	EA	28.00	HR	560.00

EXHIBIT A

Event Information						
Emergency Medical Services	09/03/2023 07:30AM - 05:30PM	2.00	EA	28.00	HR	560.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Total:						27,182.00

Summary

Facility Rental Total	\$29,225.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$31,993.00
Refundable Deposit	\$1,500.00
*State Holiday Rates	Grand Total: \$62,718.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	<i>Upon Signing</i>	\$20,906.00
Second Payment	07/31/2023	\$20,906.00
Third Payment	08/31/2023	\$20,906.00
Total:		\$62,718.00

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.

CAMPING

Shoreline Dog Fanciers Association to submit itemized list detailing number of camper units/days on grounds. List is to be submitted to OCFEC by no later than **Wednesday - September 6, 2023**. Payment due by **Wednesday - September 13, 2023**.

CANNABIS EVENTS

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

CANOPIES / TENTS

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT 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.

POOP SCOOP TEAM

Renter agrees to provide plastic pet waste bags used by exhibitors bringing their dogs onto the grounds, and agrees to advise them that they are responsible for cleaning up after their dogs. Dogs must be on a leash at all times.

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 Shoreline Dog Fanciers Association must comply with request.**

STATE FIRE MARSHAL

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

FORM F-31

REVIEWED _____

APPROVED _____

AGREEMENT NO. **R-096-23**
DATE **June 16, 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 **Celebration Festivals LLC** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

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

October 31, 2023 - January 13, 2024

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:

Winter Fest OC

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

\$368,159.88

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" "I" 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.

**Celebration Festivals LLC
14252 Culver Drive, Suite A-320
Irvine, CA 92604**

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

By _____ Date: _____
Title: Mark Entner, Chief Executive Officer

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

EXHIBIT A

Event Information			
Event Name:	Winter Fest OC	Contract No:	R-096-23
Contact Person:	Mark Entner	Phone:	(657) 333-2520
Event Date:	11/24/2023 - 01/07/2024	Hours:	<u>November 24 - December 17</u>
		Thursday - Friday:	4:00 PM - 10:00 PM
		Saturday - Sunday:	2:00 PM - 10:00 PM
	<u>Special Hours</u>		
	Sunday - December 10: 4:00 PM - 10:00 PM (Private Event)		
	Sunday - December 31: 2:00 PM - 12:30 AM		<u>December 21 - January 7</u>
		Monday - Friday:	4:00 PM - 10:00 PM
		Saturday - Sunday:	2:00 PM - 10:00 PM
Admission Price:	Adult: \$30.00 Child: \$25.00		
Vehicle Parking Fee:	\$12.00 General Parking	Projected Attendance:	65,000

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Parking Lot A (North)	10/31/2023 - 11/23/2023	Move In	25,800.00
Parking Lot A (North)	11/24/2023 04:00 PM - 10:00 PM	Event	2,150.00
Parking Lot A (North)	11/25/2023 02:00 PM - 10:00 PM	Event	2,150.00
Parking Lot A (North)	11/26/2023 02:00 PM - 10:00 PM	Event	2,150.00
Parking Lot A (North)	11/27/2023 07:00 AM - 11:59 PM	Dark Day	1,075.00
Parking Lot A (North)	11/28/2023 07:00 AM - 11:59 PM	Dark Day	1,075.00
Parking Lot A (North)	11/29/2023 07:00 AM - 11:59 PM	Dark Day	1,075.00
Parking Lot A (North)	11/30/2023 04:00 PM - 10:00 PM	Event	2,150.00
Parking Lot A (North)	12/01/2023 04:00 PM - 10:00 PM	Event	2,150.00
Parking Lot A (North)	12/02/2023 02:00 PM - 10:00 PM	Event	2,150.00
Parking Lot A (North)	12/03/2023 02:00 PM - 10:00 PM	Event	2,150.00
Parking Lot A (North)	12/04/2023 07:00 AM - 11:59 PM	Dark Day	1,075.00
Parking Lot A (North)	12/05/2023 07:00 AM - 11:59 PM	Dark Day	1,075.00
Parking Lot A (North)	12/06/2023 07:00 AM - 11:59 PM	Dark Day	1,075.00
Parking Lot A (North)	12/07/2023 04:00 PM - 10:00 PM	Event	2,150.00
Parking Lot A (North)	12/08/2023 04:00 PM - 10:00 PM	Event	2,150.00
Parking Lot A (North)	12/09/2023 02:00 PM - 10:00 PM	Event	2,150.00
Parking Lot A (North)	12/10/2023 04:00 PM - 10:00 PM	Event	2,150.00
Parking Lot A (North)	12/11/2023 07:00 AM - 11:59 PM	Dark Day	1,075.00
Parking Lot A (North)	12/12/2023 07:00 AM - 11:59 PM	Dark Day	1,075.00
Parking Lot A (North)	12/13/2023 07:00 AM - 11:59 PM	Dark Day	1,075.00
Parking Lot A (North)	12/14/2023 04:00 PM - 10:00 PM	Event	2,150.00
Parking Lot A (North)	12/15/2023 04:00 PM - 10:00 PM	Event	2,150.00
Parking Lot A (North)	12/16/2023 02:00 PM - 10:00 PM	Event	2,150.00
Parking Lot A (North)	12/17/2023 02:00 PM - 10:00 PM	Event	2,150.00
Parking Lot A (North)	12/18/2023 07:00 AM - 11:59 PM	Dark Day	1,075.00
Parking Lot A (North)	12/19/2023 07:00 AM - 11:59 PM	Dark Day	1,075.00
Parking Lot A (North)	12/20/2023 07:00 AM - 11:59 PM	Dark Day	1,075.00
Parking Lot A (North)	12/21/2023 04:00 PM - 10:00 PM	Event	2,150.00
Parking Lot A (North)	12/22/2023 04:00 PM - 10:00 PM	Event	2,150.00
Parking Lot A (North)	12/23/2023 02:00 PM - 10:00 PM	Event	2,150.00
Parking Lot A (North)	12/24/2023 02:00 PM - 10:00 PM	Event	2,150.00
Parking Lot A (North)	12/25/2023 04:00 PM - 10:00 PM	Event	2,150.00
Parking Lot A (North)	12/26/2023 04:00 PM - 10:00 PM	Event	2,150.00
Parking Lot A (North)	12/27/2023 04:00 PM - 10:00 PM	Event	2,150.00
Parking Lot A (North)	12/28/2023 04:00 PM - 10:00 PM	Event	2,150.00
Parking Lot A (North)	12/29/2023 04:00 PM - 10:00 PM	Event	2,150.00
Parking Lot A (North)	12/30/2023 02:00 PM - 10:00 PM	Event	2,150.00

EXHIBIT A

Event Information			
Parking Lot A (North)	12/31/2023 02:00 PM - 12:30 AM	Event	2,150.00
Parking Lot A (North)	01/01/2024 04:00 PM - 10:00 PM	Event	2,200.00
Parking Lot A (North)	01/02/2024 04:00 PM - 10:00 PM	Event	2,200.00
Parking Lot A (North)	01/03/2024 04:00 PM - 10:00 PM	Event	2,200.00
Parking Lot A (North)	01/04/2024 04:00 PM - 10:00 PM	Event	2,200.00
Parking Lot A (North)	01/05/2024 04:00 PM - 10:00 PM	Event	2,200.00
Parking Lot A (North)	01/06/2024 02:00 PM - 10:00 PM	Event	2,200.00
Parking Lot A (North)	01/07/2024 02:00 PM - 10:00 PM	Event	2,200.00
Parking Lot A (North)	01/08/2024 - 01/13/2024	Move Out	No Charge

Total: 110,000.00

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

Move out must be completed by 11:59 PM Saturday - January 13, 2024 to avoid additional charges.

Estimated Equipment Fees					
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>		<u>Actual</u>
75 MB Internet - Hard Line	11/24/2023 - 01/07/2024	1.00 EA	2,600.00	EVT	2,600.00
20 Amp Drop	Estimate 5	5.00 EA	25.00	EA	125.00
50 Amp Drop	Estimate 12	12.00 EA	70.00	EA	840.00
100 Amp Drop	Estimate 1	1.00 EA	180.00	EA	180.00
200 Amp Drop	TBD	TBD EA	360.00	EA	TBD
400 Amp Drop	Estimate 5	5.00 EA	720.00	EA	3,600.00
Animal Stack	Estimate 1	1.00 EA	300.00	EA	300.00
Barrel	Estimate 2	2.00 EA	15.00	EA	30.00
Barricade (Metal)	Estimate 45	45.00 EA	15.00	EA	675.00
Barricade (Plastic)	Estimate 125	125.00 EA	15.00	EA	1,875.00
Bench (Metal)	Estimate 30	30.00 EA	15.00	EA	450.00
Cable Ramp	Estimate 45	45.00 EA	15.00	EA	675.00
Car	Estimate 1	1.00 EA	300.00	EA	300.00
Carousel Horse	TBD	TBD EA	75.00	EA	TBD
Chair (Individual)	Estimate 40	40.00 EA	2.50	EA	100.00
Cube Tower	TBD	TBD EA	100.00	EA	TBD
Cupcake	Estimate 2	2.00 EA	300.00	EA	600.00
Dumpster	Estimate 65	65.00 EA	20.00	EA	1,300.00
Electrical Splitter Box	Estimate 50	50.00 EA	55.00	EA	2,750.00
Electrical Usage Rate	Estimate Only	1.00 EA	9,200.00	EVT	9,200.00
Forklift	Estimate 145 Hours	145.00 HR	75.00	HR	10,875.00
Handwashing Station	Estimate 5 (11/24/2023 - 01/07/2024)	5.00 EA	100.00	EA/WK	2,500.00
Hang Tag - 33 Days	Estimate 50	50.00 EA	198.00	EA	9,900.00
Ice Cream Cone	Estimate 1	1.00 EA	300.00	EA	300.00
Man Lift	TBD	TBD HR	75.00	HR	TBD
Marquee Board	10/30/2023 - 01/07/2024	10.00 WK	Included		Included
Picnic Table (Rectangular & Round)	Estimate 60	60.00 EA	15.00	EA	900.00
Podium	Estimate 2	2.00 EA	25.00	EA	50.00
Portable Electronic Message Board	11/24/2023 - 01/07/2024	2.00 EA	75.00	EA/DAY	4,950.00
Portable Restroom Unit	Estimate 6 (11/24/2023 - 01/07/2024)	6.00 EA	100.00	EA/WK	3,000.00
PVC Material	Estimate 1	1.00 EA	675.00	EVT	675.00
Propane Heater	TBD	TBD EA	50.00	EA	TBD
Scissor Lift	TBD	TBD HR	75.00	HR	TBD
Signage Pole	Estimate 4	4.00 EA	75.00	EA	300.00

EXHIBIT A

Event Information						
Stanchion	Estimate 115	115.00	EA	5.00	EA	575.00
Sweeper (In-House)	Estimate 9 Hours	9.00	HR	75.00	HR	675.00
Ticket Booth (Double Window)	Estimate 4 (11/24/2023 - 01/07/2024)	4.00	EA	100.00	EA/WK	2,000.00
Trussing Unit	Estimate 4	4.00	EA	100.00	EA	400.00
Umbrella w/Stand	Estimate 20	20.00	EA	15.00	EA	300.00
Water Truck (Includes Water)	TBD	TBD	EA	80.00	EA	TBD
White Picket Fence 4'	TBD	TBD	EA	10.00	EA	TBD
White Picket Fence 8'	Estimate 30	30.00	EA	15.00	EA	450.00
Windmaster (Large)	Estimate 1	1.00	EA	25.00	EA	25.00
Windmaster (Small)	Estimate 10	10.00	EA	15.00	EA	150.00
Windmill	Estimate 1	1.00	EA	500.00	EA	500.00
Yellow Bollard	Estimate 10	10.00	EA	15.00	EA	150.00
Total:						64,275.00

Reimbursable Personnel and Services Fees						
Description	Date-Time	Units		Rate		Actual
<u>Event Operations</u>						
Set Up						
Grounds Attendant Lead	Estimate 20 Hours	20.00	HR	32.00	HR	640.00
Grounds Attendant	Estimate 95 Hours	95.00	HR	27.00	HR	2,565.00
Janitorial Attendant	Estimate 70 Hours	70.00	HR	27.00	HR	1,890.00
Electrician	Estimate 80 Hours	80.00	HR	67.50	HR	5,400.00
Plumber	Estimate 10 Hours	10.00	HR	67.50	HR	675.00
*Any staffing on November 23, 2023 will be charged at premium holiday rates.						
Event Day						
Grounds Attendant Lead	11/24/2023 03:00PM - 11:00PM	1.00	EA	48.00	HR*	384.00
Grounds Attendant	11/24/2023 03:00PM - 11:00PM	3.00	EA	40.50	HR*	972.00
Janitorial Attendant	11/24/2023 03:00PM - 11:00PM	7.00	EA	40.50	HR*	2,268.00
Electrician	11/24/2023 03:00PM - 11:00PM	1.00	EA	101.25	HR*	810.00
Grounds Attendant Lead	11/25/2023 01:00PM - 11:00PM	1.00	EA	32.00	HR	320.00
Grounds Attendant	11/25/2023 01:00PM - 11:00PM	3.00	EA	27.00	HR	810.00
Janitorial Attendant	11/25/2023 01:00PM - 11:00PM	7.00	EA	27.00	HR	1,890.00
Electrician	11/25/2023 01:00PM - 11:00PM	1.00	EA	67.50	HR	675.00
Grounds Attendant Lead	11/26/2023 01:00PM - 11:00PM	1.00	EA	32.00	HR	320.00
Grounds Attendant	11/26/2023 01:00PM - 11:00PM	3.00	EA	27.00	HR	810.00
Janitorial Attendant	11/26/2023 01:00PM - 11:00PM	7.00	EA	27.00	HR	1,890.00
Electrician	11/26/2023 01:00PM - 11:00PM	1.00	EA	67.50	HR	675.00
Grounds Attendant Lead	11/30/2023 03:00PM - 11:00PM	1.00	EA	32.00	HR	256.00
Grounds Attendant	11/30/2023 03:00PM - 11:00PM	3.00	EA	27.00	HR	648.00
Janitorial Attendant	11/30/2023 03:00PM - 11:00PM	7.00	EA	27.00	HR	1,512.00
Electrician	11/30/2023 03:00PM - 11:00PM	1.00	EA	67.50	HR	540.00
Grounds Attendant Lead	12/01/2023 03:00PM - 11:00PM	1.00	EA	32.00	HR	256.00
Grounds Attendant	12/01/2023 03:00PM - 11:00PM	3.00	EA	27.00	HR	648.00
Janitorial Attendant	12/01/2023 03:00PM - 11:00PM	7.00	EA	27.00	HR	1,512.00
Electrician	12/01/2023 03:00PM - 11:00PM	1.00	EA	67.50	HR	540.00
Grounds Attendant Lead	12/02/2023 01:00PM - 11:00PM	1.00	EA	32.00	HR	320.00
Grounds Attendant	12/02/2023 01:00PM - 11:00PM	3.00	EA	27.00	HR	810.00

EXHIBIT A

Event Information						
Janitorial Attendant	12/02/2023 01:00PM - 11:00PM	7.00	EA	27.00	HR	1,890.00
Electrician	12/02/2023 01:00PM - 11:00PM	1.00	EA	67.50	HR	675.00
Grounds Attendant Lead	12/03/2023 01:00PM - 11:00PM	1.00	EA	32.00	HR	320.00
Grounds Attendant	12/03/2023 01:00PM - 11:00PM	3.00	EA	27.00	HR	810.00
Janitorial Attendant	12/03/2023 01:00PM - 11:00PM	7.00	EA	27.00	HR	1,890.00
Electrician	12/03/2023 01:00PM - 11:00PM	1.00	EA	67.50	HR	675.00
Grounds Attendant Lead	12/07/2023 03:00PM - 11:00PM	1.00	EA	32.00	HR	256.00
Grounds Attendant	12/07/2023 03:00PM - 11:00PM	3.00	EA	27.00	HR	648.00
Janitorial Attendant	12/07/2023 03:00PM - 11:00PM	7.00	EA	27.00	HR	1,512.00
Electrician	12/07/2023 03:00PM - 11:00PM	1.00	EA	67.50	HR	540.00
Grounds Attendant Lead	12/08/2023 03:00PM - 11:00PM	1.00	EA	32.00	HR	256.00
Grounds Attendant	12/08/2023 03:00PM - 11:00PM	3.00	EA	27.00	HR	648.00
Janitorial Attendant	12/08/2023 03:00PM - 11:00PM	7.00	EA	27.00	HR	1,512.00
Electrician	12/08/2023 03:00PM - 11:00PM	1.00	EA	67.50	HR	540.00
Grounds Attendant Lead	12/09/2023 01:00PM - 11:00PM	1.00	EA	32.00	HR	320.00
Grounds Attendant	12/09/2023 01:00PM - 11:00PM	3.00	EA	27.00	HR	810.00
Janitorial Attendant	12/09/2023 01:00PM - 11:00PM	7.00	EA	27.00	HR	1,890.00
Electrician	12/09/2023 01:00PM - 11:00PM	1.00	EA	67.50	HR	675.00
Grounds Attendant Lead	12/10/2023 03:00PM - 11:00PM	1.00	EA	32.00	HR	256.00
Grounds Attendant	12/10/2023 03:00PM - 11:00PM	3.00	EA	27.00	HR	648.00
Janitorial Attendant	12/10/2023 03:00PM - 11:00PM	7.00	EA	27.00	HR	1,512.00
Electrician	12/10/2023 03:00PM - 11:00PM	1.00	EA	67.50	HR	540.00
Grounds Attendant Lead	12/14/2023 03:00PM - 11:00PM	1.00	EA	32.00	HR	256.00
Grounds Attendant	12/14/2023 03:00PM - 11:00PM	3.00	EA	27.00	HR	648.00
Janitorial Attendant	12/14/2023 03:00PM - 11:00PM	7.00	EA	27.00	HR	1,512.00
Electrician	12/14/2023 03:00PM - 11:00PM	1.00	EA	67.50	HR	540.00
Grounds Attendant Lead	12/15/2023 03:00PM - 11:00PM	1.00	EA	32.00	HR	256.00
Grounds Attendant	12/15/2023 03:00PM - 11:00PM	3.00	EA	27.00	HR	648.00
Janitorial Attendant	12/15/2023 03:00PM - 11:00PM	7.00	EA	27.00	HR	1,512.00
Electrician	12/15/2023 03:00PM - 11:00PM	1.00	EA	67.50	HR	540.00
Grounds Attendant Lead	12/16/2023 01:00PM - 11:00PM	1.00	EA	32.00	HR	320.00
Grounds Attendant	12/16/2023 01:00PM - 11:00PM	3.00	EA	27.00	HR	810.00
Janitorial Attendant	12/16/2023 01:00PM - 11:00PM	7.00	EA	27.00	HR	1,890.00
Electrician	12/16/2023 01:00PM - 11:00PM	1.00	EA	67.50	HR	675.00
Grounds Attendant Lead	12/17/2023 01:00PM - 11:00PM	1.00	EA	32.00	HR	320.00
Grounds Attendant	12/17/2023 01:00PM - 11:00PM	3.00	EA	27.00	HR	810.00
Janitorial Attendant	12/17/2023 01:00PM - 11:00PM	7.00	EA	27.00	HR	1,890.00
Electrician	12/17/2023 01:00PM - 11:00PM	1.00	EA	67.50	HR	675.00
Grounds Attendant Lead	12/21/2023 03:00PM - 11:00PM	1.00	EA	32.00	HR	256.00
Grounds Attendant	12/21/2023 03:00PM - 11:00PM	3.00	EA	27.00	HR	648.00
Janitorial Attendant	12/21/2023 03:00PM - 11:00PM	7.00	EA	27.00	HR	1,512.00
Electrician	12/21/2023 03:00PM - 11:00PM	1.00	EA	67.50	HR	540.00

EXHIBIT A

Event Information						
Grounds Attendant Lead	12/22/2023 03:00PM - 11:00PM	1.00	EA	32.00	HR	256.00
Grounds Attendant	12/22/2023 03:00PM - 11:00PM	3.00	EA	27.00	HR	648.00
Janitorial Attendant	12/22/2023 03:00PM - 11:00PM	7.00	EA	27.00	HR	1,512.00
Electrician	12/22/2023 03:00PM - 11:00PM	1.00	EA	67.50	HR	540.00
Grounds Attendant Lead	12/23/2023 01:00PM - 11:00PM	1.00	EA	32.00	HR	320.00
Grounds Attendant	12/23/2023 01:00PM - 11:00PM	3.00	EA	27.00	HR	810.00
Janitorial Attendant	12/23/2023 01:00PM - 11:00PM	7.00	EA	27.00	HR	1,890.00
Electrician	12/23/2023 01:00PM - 11:00PM	1.00	EA	67.50	HR	675.00
Grounds Attendant Lead	12/24/2023 01:00PM - 09:00PM	1.00	EA	48.00	HR*	384.00
Grounds Attendant	12/24/2023 01:00PM - 09:00PM	3.00	EA	40.50	HR*	972.00
Janitorial Attendant	12/24/2023 01:00PM - 09:00PM	7.00	EA	40.50	HR*	2,268.00
Electrician	12/24/2023 01:00PM - 09:00PM	1.00	EA	101.25	HR*	810.00
Grounds Attendant Lead	12/25/2023 03:00PM - 11:00PM	1.00	EA	64.00	HR*	512.00
Grounds Attendant	12/25/2023 03:00PM - 11:00PM	3.00	EA	54.00	HR*	1,296.00
Janitorial Attendant	12/25/2023 03:00PM - 11:00PM	7.00	EA	54.00	HR*	3,024.00
Electrician	12/25/2023 03:00PM - 11:00PM	1.00	EA	135.00	HR*	1,080.00
Grounds Attendant Lead	12/26/2023 03:00PM - 11:00PM	1.00	EA	32.00	HR	256.00
Grounds Attendant	12/26/2023 03:00PM - 11:00PM	3.00	EA	27.00	HR	648.00
Janitorial Attendant	12/26/2023 03:00PM - 11:00PM	7.00	EA	27.00	HR	1,512.00
Electrician	12/26/2023 03:00PM - 11:00PM	1.00	EA	67.50	HR	540.00
Grounds Attendant Lead	12/27/2023 03:00PM - 11:00PM	1.00	EA	32.00	HR	256.00
Grounds Attendant	12/27/2023 03:00PM - 11:00PM	3.00	EA	27.00	HR	648.00
Janitorial Attendant	12/27/2023 03:00PM - 11:00PM	7.00	EA	27.00	HR	1,512.00
Electrician	12/27/2023 03:00PM - 11:00PM	1.00	EA	67.50	HR	540.00
Grounds Attendant Lead	12/28/2023 03:00PM - 11:00PM	1.00	EA	32.00	HR	256.00
Grounds Attendant	12/28/2023 03:00PM - 11:00PM	3.00	EA	27.00	HR	648.00
Janitorial Attendant	12/28/2023 03:00PM - 11:00PM	7.00	EA	27.00	HR	1,512.00
Electrician	12/28/2023 03:00PM - 11:00PM	1.00	EA	67.50	HR	540.00
Grounds Attendant Lead	12/29/2023 03:00PM - 11:00PM	1.00	EA	32.00	HR	256.00
Grounds Attendant	12/29/2023 03:00PM - 11:00PM	3.00	EA	27.00	HR	648.00
Janitorial Attendant	12/29/2023 03:00PM - 11:00PM	7.00	EA	27.00	HR	1,512.00
Electrician	12/29/2023 03:00PM - 11:00PM	1.00	EA	67.50	HR	540.00
Grounds Attendant Lead	12/30/2023 01:00PM - 11:00PM	1.00	EA	32.00	HR	320.00
Grounds Attendant	12/30/2023 01:00PM - 11:00PM	3.00	EA	27.00	HR	810.00
Janitorial Attendant	12/30/2023 01:00PM - 11:00PM	7.00	EA	27.00	HR	1,890.00
Electrician	12/30/2023 01:00PM - 11:00PM	1.00	EA	67.50	HR	675.00
Grounds Attendant Lead	12/31/2023 01:00PM - 01:30AM	1.00	EA	48.00	HR*	600.00
Grounds Attendant	12/31/2023 01:00PM - 01:30AM	3.00	EA	40.50	HR*	1,518.75
Janitorial Attendant	12/31/2023 01:00PM - 01:30AM	7.00	EA	40.50	HR*	3,543.75
Electrician	12/31/2023 01:00PM - 01:30AM	1.00	EA	101.25	HR*	1,265.63
Grounds Attendant Lead	01/01/2024 03:00PM - 11:00PM	1.00	EA	66.00	HR*	528.00
Grounds Attendant	01/01/2024 03:00PM - 11:00PM	3.00	EA	56.00	HR*	1,344.00

EXHIBIT A

Event Information						
Janitorial Attendant	01/01/2024 03:00PM - 11:00PM	7.00	EA	56.00	HR*	3,136.00
Electrician	01/01/2024 03:00PM - 11:00PM	1.00	EA	140.00	HR*	1,120.00
Grounds Attendant Lead	01/02/2024 03:00PM - 11:00PM	1.00	EA	33.00	HR	264.00
Grounds Attendant	01/02/2024 03:00PM - 11:00PM	3.00	EA	28.00	HR	672.00
Janitorial Attendant	01/02/2024 03:00PM - 11:00PM	7.00	EA	28.00	HR	1,568.00
Electrician	01/02/2024 03:00PM - 11:00PM	1.00	EA	70.00	HR	560.00
Grounds Attendant Lead	01/03/2024 03:00PM - 11:00PM	1.00	EA	33.00	HR	264.00
Grounds Attendant	01/03/2024 03:00PM - 11:00PM	3.00	EA	28.00	HR	672.00
Janitorial Attendant	01/03/2024 03:00PM - 11:00PM	7.00	EA	28.00	HR	1,568.00
Electrician	01/03/2024 03:00PM - 11:00PM	1.00	EA	70.00	HR	560.00
Grounds Attendant Lead	01/04/2024 03:00PM - 11:00PM	1.00	EA	33.00	HR	264.00
Grounds Attendant	01/04/2024 03:00PM - 11:00PM	3.00	EA	28.00	HR	672.00
Janitorial Attendant	01/04/2024 03:00PM - 11:00PM	7.00	EA	28.00	HR	1,568.00
Electrician	01/04/2024 03:00PM - 11:00PM	1.00	EA	70.00	HR	560.00
Grounds Attendant Lead	01/05/2024 03:00PM - 11:00PM	1.00	EA	33.00	HR	264.00
Grounds Attendant	01/05/2024 03:00PM - 11:00PM	3.00	EA	28.00	HR	672.00
Janitorial Attendant	01/05/2024 03:00PM - 11:00PM	7.00	EA	28.00	HR	1,568.00
Electrician	01/05/2024 03:00PM - 11:00PM	1.00	EA	70.00	HR	560.00
Grounds Attendant Lead	01/06/2024 01:00PM - 11:00PM	1.00	EA	33.00	HR	330.00
Grounds Attendant	01/06/2024 01:00PM - 11:00PM	3.00	EA	28.00	HR	840.00
Janitorial Attendant	01/06/2024 01:00PM - 11:00PM	7.00	EA	28.00	HR	1,960.00
Electrician	01/06/2024 01:00PM - 11:00PM	1.00	EA	70.00	HR	700.00
Grounds Attendant Lead	01/07/2024 01:00PM - 11:00PM	1.00	EA	33.00	HR	330.00
Grounds Attendant	01/07/2024 01:00PM - 11:00PM	3.00	EA	28.00	HR	840.00
Janitorial Attendant	01/07/2024 01:00PM - 11:00PM	7.00	EA	28.00	HR	1,960.00
Electrician	01/07/2024 01:00PM - 11:00PM	1.00	EA	70.00	HR	700.00
Clean Up						
Grounds Attendant Lead	Estimate 10 Hours	10.00	HR	33.00	HR	330.00
Grounds Attendant	Estimate 40 Hours	40.00	HR	28.00	HR	1,120.00
Janitorial Attendant	Estimate 20 Hours	20.00	HR	28.00	HR	560.00
Electrician	Estimate 85 Hours	85.00	HR	70.00	HR	5,950.00
Plumber	Estimate 25 Hours	25.00	HR	70.00	HR	1,750.00
<u>Event Sales & Services</u>						
Event Coordinator	11/24/2023 03:00PM - 11:00PM	1.00	EA	79.50	HR*	636.00
Event Coordinator	11/25/2023 01:00PM - 11:00PM	1.00	EA	53.00	HR	530.00
Event Coordinator	11/26/2023 01:00PM - 11:00PM	1.00	EA	53.00	HR	530.00
Event Coordinator	11/30/2023 03:00PM - 11:00PM	1.00	EA	53.00	HR	424.00
Event Coordinator	12/01/2023 03:00PM - 11:00PM	1.00	EA	53.00	HR	424.00
Event Coordinator	12/02/2023 01:00PM - 11:00PM	1.00	EA	53.00	HR	530.00
Event Coordinator	12/03/2023 01:00PM - 11:00PM	1.00	EA	53.00	HR	530.00
Event Coordinator	12/07/2023 03:00PM - 11:00PM	1.00	EA	53.00	HR	424.00
Event Coordinator	12/08/2023 03:00PM - 11:00PM	1.00	EA	53.00	HR	424.00
Event Coordinator	12/09/2023 01:00PM - 11:00PM	1.00	EA	53.00	HR	530.00
Event Coordinator	12/10/2023 03:00PM - 11:00PM	1.00	EA	53.00	HR	424.00

EXHIBIT A

Event Information						
Event Coordinator	12/14/2023 03:00PM - 11:00PM	1.00	EA	53.00	HR	424.00
Event Coordinator	12/15/2023 03:00PM - 11:00PM	1.00	EA	53.00	HR	424.00
Event Coordinator	12/16/2023 01:00PM - 11:00PM	1.00	EA	53.00	HR	530.00
Event Coordinator	12/17/2023 01:00PM - 11:00PM	1.00	EA	53.00	HR	530.00
Event Coordinator	12/21/2023 03:00PM - 11:00PM	1.00	EA	53.00	HR	424.00
Event Coordinator	12/22/2023 03:00AM - 11:00PM	1.00	EA	53.00	HR	424.00
Event Coordinator	12/23/2023 01:00PM - 11:00PM	1.00	EA	53.00	HR	530.00
Event Coordinator	12/24/2023 01:00PM - 09:00PM	1.00	EA	79.50	HR*	636.00
Event Coordinator	12/25/2023 03:00PM - 11:00PM	1.00	EA	106.00	HR*	848.00
Event Coordinator	12/26/2023 03:00PM - 11:00PM	1.00	EA	53.00	HR	424.00
Event Coordinator	12/27/2023 03:00PM - 11:00PM	1.00	EA	53.00	HR	424.00
Event Coordinator	12/28/2023 03:00PM - 11:00PM	1.00	EA	53.00	HR	424.00
Event Coordinator	12/29/2023 03:00PM - 11:00PM	1.00	EA	53.00	HR	424.00
Event Coordinator	12/30/2023 01:00PM - 11:00PM	1.00	EA	53.00	HR	530.00
Event Coordinator	12/31/2023 01:00PM - 01:30AM	1.00	EA	79.50	HR*	993.75
Event Coordinator	01/01/2024 03:00PM - 11:00PM	1.00	EA	109.00	HR*	872.00
Event Coordinator	01/02/2024 03:00PM - 11:00PM	1.00	EA	54.50	HR	436.00
Event Coordinator	01/03/2024 03:00PM - 11:00PM	1.00	EA	54.50	HR	436.00
Event Coordinator	01/04/2024 03:00PM - 11:00PM	1.00	EA	54.50	HR	436.00
Event Coordinator	01/05/2024 03:00PM - 11:00PM	1.00	EA	54.50	HR	436.00
Event Coordinator	01/06/2024 01:00PM - 11:00PM	1.00	EA	54.50	HR	545.00
Event Coordinator	01/07/2024 01:00PM - 11:00PM	1.00	EA	54.50	HR	545.00
<u>Parking</u>						
Parking Attendant Lead	Estimate 20 Hours	20.00	HR	32.00	HR	640.00
Parking Attendant	Estimate 40 Hours	40.00	HR	27.00	HR	1,080.00
<u>Safety & Security</u>						
Security Attendant Lead	11/24/2023 03:00PM - 10:30PM	1.00	EA	48.00	HR*	360.00
Security Attendant Lead	11/25/2023 01:00PM - 10:30PM	1.00	EA	32.00	HR	304.00
Security Attendant Lead	11/26/2023 01:00PM - 10:30PM	1.00	EA	32.00	HR	304.00
Security Attendant Lead	11/30/2023 03:00PM - 10:30PM	1.00	EA	32.00	HR	240.00
Security Attendant Lead	12/01/2023 03:00PM - 10:30PM	1.00	EA	32.00	HR	240.00
Security Attendant Lead	12/02/2023 01:00PM - 10:30PM	1.00	EA	32.00	HR	304.00
Security Attendant Lead	12/03/2023 01:00PM - 10:30PM	1.00	EA	32.00	HR	304.00
Security Attendant Lead	12/07/2023 03:00PM - 10:30PM	1.00	EA	32.00	HR	240.00
Security Attendant Lead	12/08/2023 03:00PM - 10:30PM	1.00	EA	32.00	HR	240.00
Security Attendant Lead	12/09/2023 01:00PM - 10:30PM	1.00	EA	32.00	HR	304.00
Security Attendant Lead	12/10/2023 03:00PM - 10:30PM	1.00	EA	32.00	HR	240.00
Security Attendant Lead	12/14/2023 03:00PM - 10:30PM	1.00	EA	32.00	HR	240.00
Security Attendant Lead	12/15/2023 03:00PM - 10:30PM	1.00	EA	32.00	HR	240.00
Security Attendant Lead	12/16/2023 01:00PM - 10:30PM	1.00	EA	32.00	HR	304.00
Security Attendant Lead	12/17/2023 01:00PM - 10:30PM	1.00	EA	32.00	HR	304.00
Security Attendant Lead	12/21/2023 03:00PM - 10:30PM	1.00	EA	32.00	HR	240.00
Security Attendant Lead	12/22/2023 03:00PM - 10:30PM	1.00	EA	32.00	HR	240.00
Security Attendant Lead	12/23/2023 01:00PM - 10:30PM	1.00	EA	32.00	HR	304.00
Security Attendant Lead	12/24/2023 01:00PM - 08:30PM	1.00	EA	48.00	HR*	360.00
Security Attendant Lead	12/25/2023 03:00PM - 10:30PM	1.00	EA	64.00	HR*	480.00

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Event Information						
Security Attendant Lead	12/26/2023 03:00PM - 10:30PM	1.00	EA	32.00	HR	240.00
Security Attendant Lead	12/27/2023 03:00PM - 10:30PM	1.00	EA	32.00	HR	240.00
Security Attendant Lead	12/28/2023 03:00PM - 10:30PM	1.00	EA	32.00	HR	240.00
Security Attendant Lead	12/29/2023 03:00PM - 10:30PM	1.00	EA	32.00	HR	240.00
Security Attendant Lead	12/30/2023 01:00PM - 10:30PM	1.00	EA	32.00	HR	304.00
Security Attendant Lead	12/31/2023 01:00PM - 01:00AM	1.00	EA	48.00	HR*	576.00
Security Attendant Lead	01/01/2024 03:00PM - 10:30PM	1.00	EA	66.00	HR*	495.00
Security Attendant Lead	01/02/2024 03:00PM - 10:30PM	1.00	EA	33.00	HR	247.50
Security Attendant Lead	01/03/2024 03:00PM - 10:30PM	1.00	EA	33.00	HR	247.50
Security Attendant Lead	01/04/2024 03:00PM - 10:30PM	1.00	EA	33.00	HR	247.50
Security Attendant Lead	01/05/2024 03:00PM - 10:30PM	1.00	EA	33.00	HR	247.50
Security Attendant Lead	01/06/2024 01:00PM - 10:30PM	1.00	EA	33.00	HR	313.50
Security Attendant Lead	01/07/2024 01:00PM - 10:30PM	1.00	EA	33.00	HR	313.50

Outside Services

Ride Inspector	Estimate Only	1.00	EA	10,500.00	EVT	10,500.00
Sound Engineer	11/24/2023 - 11/26/2023	1.00	EA	800.00	EA/DAY	2,400.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	8.00	HR	263.00	HR	2,104.00

***State Holiday Rates**

Total: 183,884.88

Summary

Facility Rental Total	\$110,000.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$248,159.88
Refundable Deposit	\$10,000.00

Grand Total: \$368,159.88

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	<i>Upon Signing</i>	\$25,000.00
Second Payment	07/31/2023	\$171,579.94
Third Payment	09/29/2023	\$171,579.94
Total:		\$368,159.88

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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.

ADDITIONAL INSURANCE REQUIREMENT (HAZARDOUS/INTERACTIVE GAMES)

Coverage and proof of insurance is required for all hazardous and/or interactive activities. Insurance certificate must be submitted to the Event Coordinator three (3) weeks prior to the event date.

AMENDMENTS

Any changes to this agreement will be outlined in an amendment to be signed and executed by Renter and the OC Fair & Event Center.

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.

DISTRICT BRAND PROTECTION

Celebration Festivals LLC acknowledges that the fair brand in general and the OC Fair brand in particular are extremely valuable and important to the District. Therefore, Celebration Festivals LLC will refrain from using images, likenesses, names, words, phrases, brands and/or branding elements, etc of the District or related to Fairs in general in description or depiction without prior knowledge and consent of the District.

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.

EXCLUSIVE RIGHTS

OCFEC agrees Celebration Festivals LLC shall have the exclusive rights to use the Premises as set forth herein to produce a winter festival themed event during the months of November, 2023 through January, 2024 in accordance with OCFEC's booking policies. Subject to the District's Event Booking Policy, Celebration Festivals LLC shall have the first rights of refusal to rebook their event from November, 2024 to January 2025 with the submittal of dates and venues to be utilized within sixty (60) days following the end of the 2023/2024 event.

EXHIBIT A

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FUEL & PROPANE

Renter understands that they are responsible for providing their own fuel and propane. OCFEC only provides propane for the use of OCFEC owned heaters.

INFLATABLE AMUSEMENTS AND ATTRACTIONS

For purpose of public/user safety, the OC Fair & Event Center requires that all event promoters and show producers incorporating inflatable attractions including, but not limited to, amusements such as bounce houses, obstacle courses or log slides into their event, must adhere to all manufacturer specifications and OSHA/DOSH guidelines as well as all other applicable state and local regulation when setting up and operating respective planned attraction. See Exhibit I for full terms regarding safety measure requirements.

OAK VIEW GROUP dba OVG HOSPITALITY

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

PEPSI BEVERAGES

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

PEPSI BEVERAGES – SPONSOR PRODUCTS

The OCFEC is a Pepsi exclusive facility. The District (OCFEC) will provide exclusive beverage availability and sponsorship rights to Sponsor (Pepsi) for Pepsi Fountain Brands, Bottle and Can Brands (Carbonated Soft Drinks, Juices, Teas, Isotonics, Energy Drinks, Iced Coffees). Sponsor products shall be the exclusive carbonated and non-carbonated, non-alcoholic beverages sold, dispensed or otherwise made available at all dining facilities, concessions, vending areas and any other areas where beverages are sold or distributed throughout the OC Fair & Event Center throughout the Term of Sponsorship Agreement. The products, cups and CO2 will be purchased directly from Sponsor by District (OCFEC), food service provider, concessionaires and any other third parties selling Sponsor Beverages at the OC Fair & Event Center.

PERFORMANCE ASSURANCE

Celebration Festivals LLC acknowledges that any event held at District property is also a reflection on the District's brand as the public often equates outside promoted events such as Winter Fest OC with the OC Fair & Event Center brand. As such, Celebration Festivals LLC acknowledges its responsibility to provide a quality event experience to guests, one that garners positive reviews from the public. In the event that the District receives bona fide negative feedback about the Winter Fest OC event through emails, social media posts or phone calls, and to the extent that such bona fide negative feedback relates to a deviation from the most recently approved Production Deck (as defined below) or Updated Deck (as defined below) that Celebration Festivals LLC agrees to address any such issues in a timely manner, including making reasonable programming changes within a mutually agreed upon reasonable cure period to achieve guest satisfaction. The District acknowledges that negative reviews may be posted with respect to issues beyond the control or reasonable expectation of control of Celebration Festivals LLC. In connection with this paragraph, the District and Celebration Festivals LLC shall meet and confer to determine if such negative feedback is bona fide. Should Celebration Festivals LLC fail to make mutually agreed upon changes to achieve satisfactory results by the end of the cure period, the District may, as a last resort, consider this to be cause for further action up to and including event closure and contract cancellation.

PROJECT MILESTONES – NEW OR REFORMATTED EVENTS

By no later than **September 5, 2023**, Celebration Festivals LLC and the District will participate in a Winter Fest OC Concept & Design meeting regarding the proposed event format. Celebration Festivals LLC will provide the District with a Winter Fest OC Production Deck setting forth the production and design elements for Winter Fest OC ("Production Deck"). Throughout the engagement, Celebration Festivals LLC may continue to send updated Production Decks ("Updated Decks") based on material changes or revisions to solely the production aspects of the event. Such material changes must receive prior approval from the District which may not unnecessarily delay the review and approval process. Celebration Festivals LLC shall retain sole discretion over the creative elements of the event provided that such elements are "family appropriate."

Within forty-eight (48) hours of receipt of the initial Production Deck or any subsequent Updated Decks, the District will provide Celebration Festivals LLC with a written approval of such Production Deck or Updated Deck. The District shall designate the Chief Business Development Officer who will be responsible for such review and approvals.

In order to ensure that quality and presentation standards are met in adherence to the representations made in the Production Deck, Celebration Festivals LLC shall provide the District with the opportunity to view the installation and construction of Winter Fest

EXHIBIT A

Event Information

OC layout and setup at mutually agreed upon intervals prior to the public opening date. Three (3) days prior to the public opening of Winter Fest OC, Celebration Festivals LLC will provide the District a test trial run of Winter Fest OC. Following such inspection dates, Celebration Festivals LLC shall have no more than twenty-four (24) hours to implement safety-related changes and up to three (3) days to implement production related changes. Celebration Festivals LLC acknowledges that the District may make random daily inspections at the discretion of the authorized OCFEC Facilities representatives. Costs for such inspection, if any, will be included in the rental agreement and are the responsibility of Celebration Festivals LLC. The purpose of this will be to ensure that quality and presentation standards are met in adherence to the good faith promise as stated and presented during the Winter Fest OC Concept & Design meeting between Celebration Festivals LLC and the District and in Winter Fest OC planning documents.

Should quality and presentation fall short of promised deliverables, Celebration Festivals LLC agrees to make reasonable production related requested changes prior to the public event opening date. Failure to do so may cause as a last resort, a delay in the stated public event opening at the expense of Celebration Festivals LLC.

PROPANE

All propane equipment must be located at least twenty feet (20') from all buildings, tents and structures.

PYROTECHNICS

The pyrotechnics company hired by Celebration Festivals LLC will work directly with State Fire Marshal for all required approvals. A pre-inspection and/or on-site stand-by may be required by the State Fire Marshal and may result in additional State Fire Marshal fees which will be reflected on the final settlement to Celebration Festivals LLC.

RECYCLING / SB 1383

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.

RIDE INSPECTOR

Celebration Festivals LLC is required to select a ride inspector from an approved list provided by OCFEC. The ride inspector must have a separate contract with OCFEC outside of the carnival agreement for 2023 Winter Fest OC. Ride inspector is required to provide full inspection reports to OCFEC prior to opening day of 2023 Winter Fest OC.

RIGGING

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

SECURITY

Security plan must be submitted to OCFEC Safety and Security by no later than **November 3, 2023** for review and approval. Should the outside services security plan submitted by Celebration Festivals LLC not be approved by OCFEC, then OCFEC will add personnel via an amendment. **No armed security is allowed on site**, with the exception of the Orange County Sheriffs.

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, Celebration Festivals LLC must comply with request.**

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Event Information

STATE FIRE MARSHAL

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

STORM WATER RESOURCE PLAN

OCFEC and Celebration Festivals LLC agree to discuss a storm water recourse plan prior to any teardown of the Ice Slide, Snow Play Area and Ice Rink. Additional permits may be required at expense of Celebration Festivals LLC for any illicit discharge of water that leaves OCFEC property.

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.

CELEBRATION FESTIVALS LLC AGREES TO:

Celebration Festivals LLC agrees to provide a \$10,000.00 deposit to be included in Rental Agreement scheduled payments prior to the start of the event run which OCFEC will hold in reserve to pay for damages to OCFEC property, additional space and equipment and/or services requested by Celebration Festivals LLC during the Event. All requests will be assessed by OCFEC on a case-by-case basis and if approved will be deducted from the \$10,000.00 reserve. If the reserve is depleted, Celebration Festivals LLC must pay for the approved space, equipment and/or services with a credit card or provide another cash advance to cover such costs prior to the delivery of requested space and/or services.

Celebration Festivals LLC agrees to adhere to all OCFEC event, booking and payment policies as set forth herein and any violation of said policies will be considered a material breach of this agreement and/or the resulting Rental Agreement. Should a material breach occur, OCFEC has the sole right to cancel the Event and apply its cancellation policy. OCFEC reserves the sole and exclusive right to terminate this agreement, with or without cause, upon thirty (30) calendar days written notice to Celebration Festivals LLC.

In the event that an emergency occurs under the Rental Agreement which requires the use of the Premises by a government agency, OCFEC shall endeavor in good faith to provide Celebration Festivals LLC with an alternative location at the fairgrounds for the Celebration Festivals LLC event. In the event that a Force Majeure event occurs, then the Parties shall confer in good faith regarding the mutual cancelation of this agreement, and if canceled, either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

Celebration Festivals LLC management and staff agree to work solely through their assigned Event Coordinator and to not approach other OCFEC staff with requests for additional services, equipment and/or labor either leading up to the Event or throughout the Event. All event business must be directed to the Event Coordinator.

Celebration Festivals LLC acknowledges that other events are scheduled during the run of Winter Fest OC and agrees to abide by any reasonable requests made by OCFEC to ensure that Winter Fest OC does not interfere with the successful operation of another event. As such, Celebration Festivals LLC agrees to contain its construction and setup activity within a fenced and banner-walled area located in Parking Lot A, and that no construction of event elements, including the entertainment sets, will be visible to other events scheduled unless otherwise approved by OCFEC.

Celebration Festivals LLC agrees that parking hang tags for staff, vendors, concessionaires and other Event partners are non-transferable and may not be shared. Should OCFEC staff discover inappropriate use of hang tags, Celebration Festivals LLC will be charged accordingly and agrees to pay for the additional hang tags needed.

Celebration Festivals LLC acknowledges that at the time of the signing of this Agreement, it does not intend to rent space in the OCFEC campground. Should a request to rent campground space be made after signing, Celebration Festivals LLC agrees that OCFEC will post a mandatory security attendant in the campground from 8:00 pm to 8:00 am daily to ensure that staff will strictly adhere to quiet hours and campground rules as outlined in the OCFEC event guide. The cost for the mandatory security attendant will be included in a resulting Rental Agreement amendment. Any violations will result in loss of camping rental privileges and charges for damages.

OCFEC understands that some events require small deviations from the originally proposed layout by the promoter. OCFEC will make every effort to accommodate such requests, but at its sole and absolute discretion. Celebration Festivals LLC agrees to

EXHIBIT A

Event Information

include all possible and anticipated space and equipment requests in its original proposal to minimize any major deviations from the original event plan.

Celebration Festivals LLC acknowledges that at the time of the signing of this Agreement, if third party contracted services are utilized for security coverage, provider must be a CA BSIS PPO certificate holder in good standing which will be verified by OCFEC Security Management. In advance of the event dates, contract provider will be required to meet with OCFEC Security Management to review all requirements, procedures and other aspects of operating on OCFEC property. Proposed use of contracted traffic management services will also be subject to same advance review and approval before provider may perform such services on OCFEC property. If contract security or traffic services are retained, an OCFEC Supervisor specific to either or each service will be scheduled during all operating hours to oversee all security, traffic and related emergency aspects of either or both functions.

Celebration Festivals LLC acknowledges that at the time of the signing of this Agreement, an OCFEC Event Coordinator is required to be contracted to provide essential venue oversight during all scheduled event operating hours.

Celebration Festivals LLC agrees to obtain all required 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 the parameters set forth by these agencies as well as in compliance with all applicable laws.

Celebration Festivals LLC will provide copies of safety training certifications, licenses, insurance and/or permits for all third party attractions including its entertainment sets and setups, and submit such copies to OCFEC for review and approval.

Celebration Festivals LLC agrees that all attractions included in Winter Fest OC will be subject to a full pre-Event inspection and random daily inspections at the discretion of authorized OCFEC Facilities Department representatives. Costs for such inspections, if any, will be included in the Rental Agreement and are the responsibility of Celebration Festivals LLC. In addition, OCFEC reserves the right to inspect all event components for family audience appropriateness. Because of the brand equity that OCFEC has with its annual OC Fair, certain standards for cleanliness and appearance are expected from any other event that operates at OCFEC. As such, Celebration Festivals LLC agrees to comply with any and all requests OCFEC may make for improvements to the presentation of event production provided by Celebration Festivals LLC.

By _____ Date: _____
Title: Mark Entner, Chief Executive Officer

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

FORM F-31

AGREEMENT NO. **R-105-23**

REVIEWED _____

DATE **September 6, 2023**

FAIRTIME

INTERIM **XX**

APPROVED _____

RENTAL AGREEMENT

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

WITNESSETH:

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

November 10 - 12, 2023

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

See Exhibit A

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

OC Wine Fest

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

\$28,045.50

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

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

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

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

Silver Ince Productions
21131 Via Canon
Yorba Linda, CA 92887

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

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

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

EXHIBIT A

Event Information			
Event Name:	OC Wine Fest	Contract No:	R-105-23
Contact Person:	Corey Silverman	Phone:	(714) 865-4100
Event Date:	11/11/2023 - 11/12/2023	Hours:	Saturday: 11:00 AM - 8:00 PM Sunday: 11:00 AM - 3:00 PM
Admission Price:	\$55.00 - \$90.00		
Vehicle Parking Fee:	\$12.00 General Parking	Projected Attendance:	1,800

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday			
The Hangar	11/10/2023 10:00 AM - 08:00 PM	Move In	1,937.50
Saturday			
The Hangar	11/11/2023 11:00 AM - 08:00 PM	Event	3,875.00
Sunday			
The Hangar	11/12/2023 11:00 AM - 03:00 PM	Event	3,875.00
Total:			9,687.50

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

Move out must be completed by 11:59 PM Sunday - November 12, 2023 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
50 Amp Drop	TBD	TBD	EA	70.00	EA	TBD
200 Amp Drop	TBD	TBD	EA	360.00	EA	TBD
Barricade (Plastic)	Estimate 20	20.00	EA	15.00	EA	300.00
Dumpster	Estimate 20	20.00	EA	20.00	EA	400.00
Electrical Splitter Box	TBD	TBD	EA	55.00	EA	TBD
Electrical Usage Rate	Estimate Only	1.00	EA	750.00	EVT	750.00
Forklift	Estimate 2 Hours	2.00	HR	75.00	HR	150.00
Hang Tag - 2 Day	TBD	TBD	EA	12.00	EA	TBD
Man Lift	TBD	TBD	HR	75.00	HR	TBD
Marquee Board	11/06/2023 - 11/12/2023	1.00	WK	Included		Included
Portable Electronic Message Board	11/11/2023 - 11/12/2023	2.00	EA	75.00	EA/DAY	300.00
Public Address System (Per Building)	11/11/2023 - 11/12/2023	1.00	EA	75.00	EA/DAY	150.00
Scissor Lift	Estimate 10 Hours	10.00	HR	75.00	HR	750.00
Stanchion	Estimate 30	30.00	EA	5.00	EA	150.00
Sweeper (In-House)	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
Total:						3,175.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	32.00	HR	256.00
Grounds Attendant	Estimate 14 Hours	14.00	HR	27.00	HR	378.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	27.00	HR	216.00
Electrician	TBD	TBD	HR	67.50	HR	TBD
Event Day						
Grounds Attendant Lead	11/11/2023 10:00AM - 09:00PM	1.00	EA	48.00	HR*	528.00
Grounds Attendant	11/11/2023 10:00AM - 09:00PM	1.00	EA	40.50	HR*	445.50
Janitorial Attendant	11/11/2023 10:00AM - 09:00PM	4.00	EA	40.50	HR*	1,782.00
Electrician	TBD	TBD	EA	101.25	HR*	TBD

EXHIBIT A

Event Information						
Grounds Attendant Lead	11/12/2023 10:00AM - 04:00PM	1.00	EA	32.00	HR	192.00
Grounds Attendant	11/12/2023 10:00AM - 04:00PM	1.00	EA	27.00	HR	162.00
Janitorial Attendant	11/12/2023 10:00AM - 04:00PM	4.00	EA	27.00	HR	648.00
Electrician	TBD	TBD	EA	67.50	HR	TBD
Clean Up						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	32.00	HR	256.00
Grounds Attendant	Estimate 14 Hours	14.00	HR	27.00	HR	378.00
Janitorial Attendant	Estimate 12 Hours	12.00	HR	27.00	HR	324.00
Electrician	TBD	TBD	HR	67.50	HR	TBD
<u>Event Sales & Services</u>						
Event Coordinator	11/11/2023 10:00AM - 09:00PM	1.00	EA	79.50	HR*	874.50
Event Coordinator	11/12/2023 10:00AM - 04:00PM	1.00	EA	53.00	HR	318.00
<u>Parking</u>						
Parking Attendant Lead	Estimate 8 Hours	8.00	HR	32.00	HR	256.00
Parking Attendant	Estimate 16 Hours	16.00	HR	27.00	HR	432.00
<u>Safety & Security</u>						
Security Attendant Lead	11/11/2023 10:00AM - 08:30PM	1.00	EA	48.00	HR*	504.00
Security Attendant	11/11/2023 10:00AM - 08:30PM	6.00	EA	40.50	HR*	2,551.50
Security Attendant Lead	11/12/2023 10:00AM - 03:30PM	1.00	EA	32.00	HR	176.00
Security Attendant	11/12/2023 10:00AM - 03:30PM	6.00	EA	27.00	HR	891.00
<u>Technology</u>						
Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00
<u>Outside Services</u>						
Emergency Medical Services	11/11/2023 10:30AM - 08:30PM	2.00	EA	42.00	HR*	840.00
Emergency Medical Services	11/12/2023 10:30AM - 03:30PM	2.00	EA	28.00	HR	280.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
*State Holiday Rates					Total:	13,183.00

Summary

Facility Rental Total	\$9,687.50
Estimated Equipment, Reimbursable Personnel and Services Total	\$16,358.00
Refundable Deposit	\$2,000.00
Grand Total:	\$28,045.50

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	<i>Upon Signing</i>	\$14,022.75
Second Payment	10/10/2023	\$14,022.75
Total:		\$28,045.50

Please Remit Payment in *Check or Credit Card Only*

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

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

EXHIBIT A

Event Information

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT V

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

RECYCLING / SB 1383

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

SOUND ORDINANCE

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

EXHIBIT A

Event Information

STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-107-23**

REVIEWED _____

DATE **June 23, 2023**

FAIRTIME

APPROVED _____

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

September 22 - 25, 2023

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

See Exhibit A

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

SoCal VegFest

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

\$83,022.00

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

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

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

SoCal VegFest
17426 Studebaker Road
Cerritos, CA 90703

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

By: _____ Date: _____
Title: **Laura McManus, Executive Director**

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

EXHIBIT A

Event Information			
Event Name:	SoCal VegFest	Contract No:	R-107-23
Contact Person:	Laura McManus	Phone:	(714) 276-5020
Event Date:	09/23/2023 - 09/24/2023	Hours:	Saturday & Sunday: 11:00 AM - 6:00 PM
Admission Price:	TBD		
Vehicle Parking Fee:	\$12.00 General Parking	Projected Attendance:	20,000

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday			
Costa Mesa Building (#10)	09/22/2023 07:00 AM - 11:59 PM	Move In	2,337.50
Crafters Village	09/22/2023 07:00 AM - 10:59 PM	Move In	625.00
Park Plaza	09/22/2023 07:00 AM - 11:59 PM	Move In	825.00
Santa Ana Pavilion (Parade of Products)	09/22/2023 07:00 AM - 11:59 PM	Move In	1,137.50
Saturday			
Costa Mesa Building (#10)	09/23/2023 11:00 AM - 06:00 PM	Event	4,675.00
Crafters Village	09/23/2023 11:00 AM - 06:00 PM	Event	1,250.00
Park Plaza	09/23/2023 11:00 AM - 06:00 PM	Event	1,650.00
Santa Ana Pavilion (Parade of Products)	09/23/2023 11:00 AM - 06:00 PM	Event	2,275.00
Sunday			
Costa Mesa Building (#10)	09/24/2023 11:00 AM - 06:00 PM	Event	4,675.00
Crafters Village	09/24/2023 11:00 AM - 06:00 PM	Event	1,250.00
Park Plaza	09/24/2023 11:00 AM - 06:00 PM	Event	1,650.00
Santa Ana Pavilion (Parade of Products)	09/24/2023 11:00 AM - 06:00 PM	Event	2,275.00
Monday			
Costa Mesa Building (#10)	09/25/2023 06:00 AM - 11:59 AM	Move Out	No Charge
Crafters Village	09/25/2023 06:00 AM - 11:59 AM	Move Out	No Charge
Park Plaza	09/25/2023 06:00 AM - 11:59 AM	Move Out	No Charge
Santa Ana Pavilion (Parade of Products)	09/25/2023 06:00 AM - 11:59 AM	Move Out	No Charge

Total: 24,625.00

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

Move out must be completed by 11:59 AM Monday - September 25, 2023 to avoid additional charges.

Estimated Equipment Fees					
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>		<u>Actual</u>
20 Amp Drop	Estimate 7	7.00 EA	25.00 EA		175.00
30 Amp Drop	TBD	TBD EA	50.00 EA		TBD
50 Amp Drop	TBD	TBD EA	70.00 EA		TBD
200 Amp Drop	TBD	TBD EA	360.00 EA		TBD
40 Yard Dumpster	Estimate 4	4.00 EA	234.00 EA		936.00
Barricade (Metal)	Estimate 70	70.00 EA	15.00 EA		1,050.00
Bench (Metal)	TBD	TBD EA	15.00 EA		TBD
Cable Ramp	Estimate 5	5.00 EA	15.00 EA		75.00
Dumpster	TBD	TBD EA	20.00 EA		TBD
Electrical Splitter Box	Estimate 10	10.00 EA	55.00 EA		550.00
Forklift	Estimate 20 Hours	20.00 HR	75.00 HR		1,500.00
Forklift (40 Yard Dumpster)	Estimate 20 Hours	20.00 HR	75.00 HR		1,500.00
Electrical Usage	Estimate Only	1.00 EA	2,000.00 EVT		2,000.00
Hang Tag - 1 Day	TBD	TBD EA	6.00 EA		TBD
Hang Tag - 2 Day	Estimate 315	315.00 EA	12.00 EA		3,780.00

EXHIBIT A

Event Information						
Information Booth	TBD	TBD	EA	150.00	EA	TBD
Man Lift	TBD	TBD	HR	75.00	HR	TBD
Marquee Board	08/28/2023 - 09/24/2023	4.00	WK	Included		Included
Picnic Table (Rectangular & Round)	TBD	TBD	EA	15.00	EA	TBD
Podium	TBD	TBD	EA	25.00	EA	TBD
Portable Electronic Message Board	09/23/2023 - 09/24/2023	2.00	EA	75.00	EA/DAY	300.00
Sand Bag	TBD	TBD	EA	0.50	EA	TBD
Scissor Lift	Estimate 1 Hour	1.00	HR	75.00	HR	75.00
Stanchion	Estimate 170	170.00	EA	5.00	EA	850.00
Straw Bale	TBD	TBD	EA	5.00	EA	TBD
Sweeper (In-House)	Estimate 25 Hours	25.00	HR	75.00	HR	1,875.00
Ticket Booth (Double Window)	TBD	TBD	EA	100.00	EA	TBD
Tonnage Weight (40 Yard Dumpster)	Estimate 10 Tons	10.00	TON	90.00	TON	900.00
Umbrella w/Stand	TBD	TBD	EA	15.00	EA	TBD

Total: 15,566.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant Lead	Estimate 10 Hours	10.00	HR	32.00	HR	320.00
Grounds Attendant	Estimate 50 Hours	50.00	HR	27.00	HR	1,350.00
Janitorial Attendant	Estimate 25 Hours	25.00	HR	27.00	HR	675.00
Electrician	Estimate 25 Hours	25.00	HR	67.50	HR	1,687.50
Plumber	Estimate 15 Hours	15.00	HR	67.50	HR	1,012.50
Event Day						
Grounds Attendant Lead	09/23/2023 09:00AM - 08:00PM	1.00	EA	32.00	HR	352.00
Grounds Attendant	09/23/2023 09:00AM - 08:00PM	6.00	EA	27.00	HR	1,782.00
Janitorial Attendant Lead	09/23/2023 09:00AM - 08:00PM	1.00	EA	32.00	HR	352.00
Janitorial Attendant	09/23/2023 09:00AM - 08:00PM	14.00	EA	27.00	HR	4,158.00
Electrician	09/23/2023 09:00AM - 08:00PM	1.00	EA	67.50	HR	742.50
Plumber	09/23/2023 09:00AM - 08:00PM	1.00	EA	67.50	HR	742.50
Grounds Attendant Lead	09/24/2023 09:00AM - 08:00PM	1.00	EA	32.00	HR	352.00
Grounds Attendant	09/24/2023 09:00AM - 08:00PM	6.00	EA	27.00	HR	1,782.00
Janitorial Attendant Lead	09/24/2023 09:00AM - 08:00PM	1.00	EA	32.00	HR	352.00
Janitorial Attendant	09/24/2023 09:00AM - 08:00PM	14.00	EA	27.00	HR	4,158.00
Electrician	09/24/2023 09:00AM - 08:00PM	1.00	EA	67.50	HR	742.50
Plumber	09/24/2023 09:00AM - 08:00PM	1.00	EA	67.50	HR	742.50
Clean Up						
Grounds Attendant Lead	Estimate 10 Hours	10.00	HR	32.00	HR	320.00
Grounds Attendant	Estimate 40 Hours	40.00	HR	27.00	HR	1,080.00
Janitorial Attendant	Estimate 15 Hours	15.00	HR	27.00	HR	405.00
Electrician	Estimate 25 Hours	25.00	HR	67.50	HR	1,687.50
Plumber	Estimate 10 Hours	10.00	HR	67.50	HR	675.00
<u>Event Sales & Services</u>						
Event Coordinator	09/23/2023 09:00AM - 08:00PM	1.00	EA	53.00	HR	583.00
Event Coordinator	09/24/2023 09:00AM - 08:00PM	1.00	EA	53.00	HR	583.00

EXHIBIT A

Event Information

Parking

Parking Attendant Lead	Estimate 16 Hours	16.00	HR	32.00	HR	512.00
Parking Attendant	Estimate 32 Hours	32.00	HR	27.00	HR	864.00

Safety & Security

Security Attendant - Overnight	09/22/2023 07:00PM - 06:30AM	1.00	EA	27.00	HR	310.50
Security Attendant Lead	09/23/2023 10:00AM - 06:30PM	1.00	EA	32.00	HR	272.00
Security Attendant	09/23/2023 10:00AM - 06:30PM	19.00	EA	27.00	HR	4,360.50
Security Attendant - Overnight	09/23/2023 06:30PM - 09:00AM	1.00	EA	27.00	HR	391.50
Security Attendant Lead	09/24/2023 10:00AM - 06:30PM	1.00	EA	32.00	HR	272.00
Security Attendant	09/24/2023 10:00AM - 06:30PM	19.00	EA	27.00	HR	4,360.50

Technology

Technology Attendant	TBD	TBD	HR	53.00	HR	TBD
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Outside Services

Emergency Medical Services	09/23/2023 10:30AM - 06:30PM	3.00	EA	28.00	HR	672.00
Emergency Medical Services	09/24/2023 10:30AM - 06:30PM	3.00	EA	28.00	HR	672.00
Food Safety Inspector	Estimate 30 Hours	30.00	HR	45.00	HR	1,350.00
Orange County Sheriff Services	TBD	TBD	EA	TBD	EVT	TBD
Sound Engineer	TBD	TBD	EA	800.00	EA/DAY	TBD
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	2.50	HR	263.00	HR	657.50

Total: 41,331.00

Summary

Facility Rental Total	\$24,625.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$56,897.00
Refundable Deposit	\$1,500.00

Grand Total: \$83,022.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment (25% Facility Fee)	<i>Upon Signing</i>	\$6,156.25
Second Payment	07/21/2023	\$38,433.00
Third Payment	08/22/2023	\$38,432.75
Total:		\$83,022.00

Please Remit Payment in *Check or Credit Card Only*

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

EXHIBIT A

Event Information

AMENDMENTS

Any changes to this agreement will be outlined in an amendment to be signed and executed by Renter and Association.

BANNERS

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT V

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

FOOD BUYOUT

Any food buyout agreed upon between OVG Hospitality and SoCal VegFest must be paid to OVG Hospitality no later than **Friday - September 15, 2023.**

FUTURE TERMS

Future terms and agreements subject to change.

GLASS

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

HEALTH DEPARTMENT

Renter has agreed to be the Health Department coordinator for all food and beverage vendors at the event.

OAK VIEW GROUP dba OVG HOSPITALITY

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

PEPSI BEVERAGES

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

RECYCLING / SB 1383

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

EXHIBIT A

Event Information

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-108-23**

REVIEWED _____

DATE **September 20, 2023**

FAIRTIME

INTERIM **XX**

APPROVED _____

RENTAL AGREEMENT

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

WITNESSETH:

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

December 12 - 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 caused by Renter, its invitees, or contractors, 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:

Glidewell Holiday Party

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

\$71,568.50

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, provided that any amount paid by Renter to the Association pursuant to this Agreement is refunded to Renter.
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.

James R. Glidewell Dental Ceramics, Inc.
4141 MacArthur Boulevard
Newport Beach, CA 92660

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

By: _____ Date: _____
Title: **Glenn Sasaki, Chief Financial Officer**

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

EXHIBIT A

Event Information			
Event Name:	Glidewell Holiday Party	Contract No:	R-108-23
Contact Person:	Joelle Fegan	Phone:	(831) 214-2499
Event Date:	12/15/2023	Hours:	5:00 PM - 10:30 PM
Admission Price:	Private Event		
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>
Tuesday			
Costa Mesa Building (#10)	12/12/2023 08:00 AM - 11:59 PM	Move In	2,337.50
Huntington Beach Building (#12)	12/12/2023 08:00 AM - 11:59 PM	Move In	1,837.50
Wednesday			
Costa Mesa Building (#10)	12/13/2023 08:00 AM - 11:59 PM	Move In	2,337.50
Huntington Beach Building (#12)	12/13/2023 08:00 AM - 11:59 PM	Move In	1,837.50
Thursday			
Costa Mesa Building (#10)	12/14/2023 08:00 AM - 11:59 PM	Move In	2,337.50
Huntington Beach Building (#12)	12/14/2023 08:00 AM - 11:59 PM	Move In	1,837.50
Friday			
Costa Mesa Building (#10)	12/15/2023 05:00 PM - 10:30 PM	Event	4,675.00
Courtyard	12/15/2023 05:00 PM - 10:30 PM	Event	950.00
Huntington Beach Building (#12)	12/15/2023 05:00 PM - 10:30 PM	Event	3,675.00
Santa Ana Pavilion (Parade of Products)	12/15/2023 05:00 PM - 10:30 PM	Event	2,275.00
Saturday			
Costa Mesa Building (#10)	12/16/2023 08:00 AM - 11:59 PM	Move Out	2,337.50
Courtyard	12/16/2023 08:00 AM - 11:59 PM	Move Out	475.00
Huntington Beach Building (#12)	12/16/2023 08:00 AM - 11:59 PM	Move Out	1,837.50
Santa Ana Pavilion (Parade of Products)	12/16/2023 08:00 AM - 11:59 PM	Move Out	1,137.50

Total: 29,887.50

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

Move out must be completed by 11:59 PM Saturday - December 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>
20 Amp Drop	TBD	TBD	EA	25.00	EA	TBD
50 Amp Drop	TBD	TBD	EA	70.00	EA	TBD
200 Amp Drop	Estimate 1	1.00	EA	360.00	EA	360.00
400 Amp Drop	TBD	TBD	EA	720.00	EA	TBD
40 Yard Dumpster	Estimate 2	2.00	EA	234.00	EA	468.00
Barricade (Plastic)	TBD	TBD	EA	15.00	EA	TBD
Cable Ramp	TBD	TBD	EA	15.00	EA	TBD
Coroplast Sheets	Estimate 60	60.00	EA	5.00	EA	300.00
Dumpster	TBD	TBD	EA	20.00	EA	TBD
Electrical Splitter Box	Estimate 10	10.00	EA	55.00	EA	550.00
Electrical Usage Rate	Estimate Only	1.00	EA	1,750.00	EVT	1,750.00
Forklift	Estimate 25 Hours	25.00	HR	75.00	HR	1,875.00
Gaffers Tape	Estimate 15	15.00	EA	30.00	EA	450.00
Portable Electronic Message Board	12/15/2023	2.00	EA	75.00	EA/DAY	150.00
Public Address System (Per Building)	TBD	TBD	EA	75.00	EA/DAY	TBD

EXHIBIT A

Event Information						
Scissor Lift	Estimate 5 Hours	5.00	HR	75.00	HR	375.00
Sweeper (In-House)	Estimate 10 Hours	10.00	HR	75.00	HR	750.00
Tonnage Weight (40 Yard Dumpster)	Estimate 5 Tons	5.00	TON	90.00	TON	450.00
Total:						7,478.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
<u>Event Day</u>						
Grounds Attendant Lead	Estimate 10 Hours	10.00	HR	32.00	HR	320.00
Grounds Attendant	Estimate 30 Hours	30.00	HR	27.00	HR	810.00
Janitorial Attendant	Estimate 20 Hours	20.00	HR	27.00	HR	540.00
Electrician	Estimate 5 Hours	5.00	HR	67.50	HR	337.50
<u>Event Day</u>						
Grounds Attendant Lead	12/15/2023 04:00PM - 11:30PM	1.00	EA	32.00	HR	240.00
Grounds Attendant	12/15/2023 04:00PM - 11:30PM	5.00	EA	27.00	HR	1,012.50
Janitorial Attendant Lead	12/15/2023 04:00PM - 11:30PM	1.00	EA	32.00	HR	240.00
Janitorial Attendant	12/15/2023 04:00PM - 11:30PM	12.00	EA	27.00	HR	2,430.00
Electrician	12/15/2023 04:00PM - 11:00PM	1.00	EA	67.50	HR	472.50
<u>Clean Up</u>						
Grounds Attendant Lead	Estimate 10 Hours	10.00	HR	32.00	HR	320.00
Grounds Attendant	Estimate 40 Hours	40.00	HR	27.00	HR	1,080.00
Janitorial Attendant	Estimate 10 Hours	10.00	HR	27.00	HR	270.00
Electrician	Estimate 10 Hours	10.00	HR	67.50	HR	675.00
<u>Event Sales & Services</u>						
Event Coordinator	12/15/2023 04:00PM - 11:30PM	1.00	EA	53.00	HR	397.50
<u>Parking</u>						
Parking Attendant Lead	Estimate 7 Hours	7.00	HR	32.00	HR	224.00
Parking Attendant	Estimate 25 Hours	25.00	HR	27.00	HR	675.00
<u>Safety & Security</u>						
Security Attendant Lead	12/15/2023 04:00PM - 11:00PM	1.00	EA	32.00	HR	224.00
Security Attendant (Parking Lot Patrol)	TBD	TBD	EA	27.00	HR	TBD
<u>Technology</u>						
Technology Attendant (Sound Monitor)	TBD	TBD	EA	53.00	HR	TBD
<u>Outside Services</u>						
Emergency Medical Services	12/15/2023 04:30PM - 11:00PM	3.00	EA	28.00	HR	546.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	3.00	HR	263.00	HR	789.00
Total:						11,603.00

Summary

Facility Rental Total	\$29,887.50
Estimated Equipment, Reimbursable Personnel and Services Total	\$19,081.00
Parking Buyout (Based upon 1,675 vehicles at \$12.00 each; 2022 Actual = 1,686 Vehicles)	\$20,100.00
Refundable Deposit	\$2,500.00
Grand Total:	\$71,568.50

EXHIBIT A

Event Information

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	08/11/2023	\$17,892.25
Second Payment	09/12/2023	\$17,892.25
Third Payment	10/12/2023	\$17,892.25
Fourth Payment	11/13/2023	\$17,891.75
Total:		\$71,568.50

Please Remit Payment in *Check 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.

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BANNERS

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

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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, James R. Glidewell Dental Ceramics, Inc. must comply with request.

STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-109-23**

REVIEWED _____

DATE **June 13, 2023**

FAIRTIME **XX**

INTERIM

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 **RealREPP** 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 11, 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:

Corporate Summer Event

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.

RealREPP
8141 East Kaiser Boulevard #110
Anaheim, CA 92808

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

By: _____ Date: _____
Title: Kendra Renaudo, President

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

EXHIBIT A

Event Information			
Event Name:	Corporate Summer Event	Contract No:	R-109-23
Contact Person:	Alyssa Tomfohrde	Phone:	(415) 603-8690
Event Date:	08/11/2023	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	08/11/2023 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 - August 11, 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 C)				
Special Event Liability Insurance (S.E.L.I.)	08/11/2023	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, RealREPP must comply with request.

STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-110-23**

REVIEWED _____

DATE **June 14, 2023**

FAIRTIME **XX**

INTERIM

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 **T-Mobile** 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 19, 2023

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

See Exhibit A

3. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.

4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Southwest All Hands Event

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.

T-Mobile
6591 Irvine Center Drive, Suite 100
Irvine, CA 92618

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

By: _____ Date: _____
Title: Stephanie Guillen, Executive Assistant

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

EXHIBIT A

Event Information			
Event Name:	Southwest All Hands Event	Contract No:	R-110-23
Contact Person:	Stephanie Guillen	Phone:	(562) 506-5777
Event Date:	07/19/2023	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>
Wednesday			
Club OC Plaza Pacifica West	07/19/2023 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 insurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.

Move out must be completed by 3:00 PM Wednesday - July 19, 2023 to avoid additional charges.

Estimated Equipment Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
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 C)				
Special Event Liability Insurance (S.E.L.I.)	07/19/2023	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, T-Mobile must comply with request.

STATE FIRE MARSHAL

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

FORM F-31

REVIEWED _____

APPROVED _____

AGREEMENT NO. **R-111-23**

DATE **June 20, 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 **Evolus** 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 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:

Evolus Fair Day

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

\$1,411.00

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.

Evolus
520 Newport Center Drive, Ste 1200
Newport Beach, CA 92660

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

By: _____ Date: _____
Title: Jessica Novak, SVP of HR

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

EXHIBIT A

Event Information			
Event Name:	Evolus Fair Day	Contract No:	R-111-23
Contact Person:	Lauren Talbott	Phone:	(949) 500-1594
Event Date:	08/13/2023	Hours:	11:00 AM - 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>
Sunday			
Club OC Plaza Pacifica West	08/13/2023 11:00 AM - 03:00 PM	Event	500.00
Club OC Plaza Pacifica West	08/13/2023 05:00 PM - 09:00 PM	Event	500.00

Note: Fair opens at 11:00 AM **Total:** **1,000.00**

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

Guests from the first session must leave by 3:00 PM Sunday - August 13, 2023.

Move out must be completed by 9:00 PM Sunday - August 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>
Dumpster	Estimate 4	4.00 EA	20.00 EA	80.00
Total:				80.00

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 4 Hours	4.00 HR	27.00 HR	108.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	27.00 HR	108.00
Insurance (see Exhibit D)				
Special Event Liability Insurance (S.E.L.I.)	08/13/2023	1.00 EA	115.00 EA/DAY	115.00
Total:				331.00

Summary

Facility Rental Total	\$1,000.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$411.00
Grand Total:	\$1,411.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$1,411.00
Total:		\$1,411.00

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, Evolus must comply with request.**

STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-112-23**

REVIEWED _____

DATE **June 21, 2023**

FAIRTIME **XX**

INTERIM

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 **Blizzard Entertainment, 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

August 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:

OW2 Community Event

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.

Blizzard Entertainment, Inc.
1 Blizzard Way
Irvine, CA 92618

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

By: _____ Date: _____
Title: Rajneesh Sain, VP, Finance Operations

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

EXHIBIT A

Event Information			
Event Name:	OW2 Community Event	Contract No:	R-112-23
Contact Person:	Jena Volrath	Phone:	(949) 316-8014
Event Date:	08/04/2023	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>
Friday			
Club OC Plaza Pacifica West	08/04/2023 5:00 PM - 9:00 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 insurance that all elements of the event are operating within all parameters set forth by these agencies as well as in compliance with all applicable laws.

Move out must be completed by 9:00 PM Friday - August 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>
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 C)				
Special Event Liability Insurance (S.E.L.I.)	08/04/2023	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, Blizzard Entertainment, Inc. must comply with request.

STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-113-23**

REVIEWED _____

DATE **July 13, 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 **NAIOP SoCal** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

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

September 20 - 22, 2023

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

See Exhibit A

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

Night at the Fights

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

\$33,629.00

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.

NAIOP SoCal
918 East Santa Ana Boulevard
Santa Ana, CA 92701

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

By: _____ Date: _____
Title: Timothy Jemal, CEO

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

EXHIBIT A

Event Information				
Event Name:	Night at the Fights	Contract No:	R-113-23	
Contact Person:	Ryan Zynger	Phone:	(310) 880-8386	
Event Date:	09/21/2023	Hours:	Cocktail Hour: 5:00 PM - 7:00 PM Dinner & Fights: 7:00 PM - 9:00 PM Casino & Cigar Lounge: 9:00 PM - 12:00 AM	
Admission Price:	Private Event	Projected Attendance:	900	
Vehicle Parking Fee:	Parking Buyout (See Summary)			

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Wednesday			
OC Promenade (Span)	09/20/2023 08:00 AM - 05:00 PM	Move In	1,287.50
The Hangar	09/20/2023 08:00 AM - 05:00 PM	Move In	1,937.50
Thursday			
OC Promenade (Span)	09/21/2023 05:00 PM - 07:00 PM	Event	2,575.00
Main Mall	09/21/2023 09:00 PM - 12:00 AM	Event	450.00
The Hangar	09/21/2023 07:00 PM - 12:00 AM	Event	3,875.00
Friday			
OC Promenade (Span)	09/22/2023 07:00 AM - 11:59 AM	Move Out	No Charge
The Hangar	09/22/2023 07:00 AM - 11:59 AM	Move Out	No Charge
Total:			10,125.00

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

Move out must be completed by 11:59 AM Friday - September 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>
20 Amp Drop	TBD	TBD	EA	25.00	EA	TBD
50 Amp Drop	TBD	TBD	EA	70.00	EA	TBD
100 Amp Drop	TBD	TBD	EA	180.00	EA	TBD
200 Amp Drop	Estimate 1	1.00	EA	360.00	EA	360.00
Barricade (Metal)	TBD	TBD	EA	15.00	EA	TBD
Cable Ramp	Estimate 12	12.00	HR	15.00	HR	180.00
Chair (Individual)	Estimate 50	50.00	EA	2.50	EA	125.00
Dumpster	Estimate 10	10.00	EA	20.00	EA	200.00
Electrical Splitter Box	Estimate 8	8.00	EA	55.00	EA	440.00
Electrical Usage Rate	Estimate Only	1.00	EA	700.00	EVT	700.00
Forklift	Estimate 4 Hours	4.00	HR	75.00	HR	300.00
Portable Electronic Message Board	09/21/2023	3.00	EA	75.00	EA/DAY	225.00
Projector (12,000 Lumens)	09/21/2023	1.00	EA	3,000.00	EA/DAY	3,000.00
Projector Screen in Hangar	09/21/2023	1.00	EA	300.00	EA/DAY	300.00
Sweeper (In-House)	Estimate 8 Hours	8.00	HR	75.00	HR	600.00
Total:						6,430.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	32.00	HR	256.00
Grounds Attendant	Estimate 8 Hours	8.00	HR	27.00	HR	216.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	27.00	HR	216.00
Electrician	Estimate 8 Hours	8.00	HR	67.50	HR	540.00

EXHIBIT A

Event Information

Event Day

Grounds Attendant Lead	09/21/2023 04:00PM - 01:00AM	1.00	EA	32.00	HR	288.00
Grounds Attendant	09/21/2023 04:00PM - 01:00AM	2.00	EA	27.00	HR	486.00
Janitorial Attendant	09/21/2023 04:00PM - 01:00AM	3.00	EA	27.00	HR	729.00
Electrician	09/21/2023 04:00PM - 01:00AM	1.00	EA	67.50	HR	607.50

Clean Up

Grounds Attendant Lead	Estimate 10 Hours	10.00	HR	32.00	HR	320.00
Grounds Attendant	Estimate 10 Hours	10.00	HR	27.00	HR	270.00
Janitorial Attendant	Estimate 4 Hours	4.00	HR	27.00	HR	108.00
Electrician	Estimate 8 Hours	8.00	HR	67.50	HR	540.00

Event Sales & Services

Event Coordinator	09/21/2023 04:00PM - 01:00AM	1.00	EA	53.00	HR	477.00
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Parking

Parking Attendant Lead	Estimate 8 Hours	8.00	HR	32.00	HR	256.00
Parking Attendant	Estimate 36 Hours	36.00	HR	27.00	HR	972.00

Safety & Security

Security Attendant - Overnight	09/20/2023 08:00PM - 08:00AM	1.00	EA	27.00	HR	324.00
Security Attendant Lead	09/21/2023 04:00PM - 12:30AM	1.00	EA	32.00	HR	272.00
Security Attendant	09/21/2023 04:00PM - 12:30AM	6.00	EA	27.00	HR	1,377.00

Technology

Technology Attendant	09/21/2023 04:00PM - 01:00AM	1.00	EA	53.00	HR	477.00
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Outside Services

Emergency Medical Services	09/21/2023 04:30PM - 12:30AM	2.00	EA	28.00	HR	448.00
Orange County Sheriff Services	TBD	TBD	EA	TBD	EVT	TBD
Sound Engineer	TBD	TBD	EA	800.00	EA/DAY	TBD
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50

Total: 9,574.00

Summary

Facility Rental Total	\$10,125.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$16,004.00
Parking Buyout (<i>Based upon 500 vehicles at \$12.00 each</i>)	\$6,000.00
Refundable Deposit	\$1,500.00

Grand Total: \$33,629.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	<i>Upon Signing</i>	\$16,814.50
Second Payment	08/21/2023	\$16,814.50

Total: \$33,629.00

Please Remit Payment in *Check or Credit Card Only*

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

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

EXHIBIT A

Event Information

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

DRONES

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

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

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT V

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

GLASS

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

PROPANE

All propane equipment must be located at least twenty feet (20') from all buildings, tents and structures.

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.

RIGGING

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

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, NAIOP SoCal must comply with request.**

STATE FIRE MARSHAL

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

TEMPORARY STRUCTURES

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

FORM F-31

AGREEMENT NO. **R-114-23**

REVIEWED _____

DATE **August 17, 2023**

FAIRTIME

INTERIM **XX**

APPROVED _____

RENTAL AGREEMENT

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

WITNESSETH:

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

September 25 - November 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:

Seasonal Adventures - Pumpkin Patch

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

\$70,830.74

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" "I" 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.

Seasonal Adventures
207 West Los Angeles Avenue #287
Moorpark, CA 93021

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

By: _____ Date: _____
Title: Rob Lambert, Owner

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

EXHIBIT A

Event Information			
Event Name:	Seasonal Adventures - Pumpkin Patch	Contract No:	R-114-23
Contact Person:	Rob Lambert	Phone:	(503) 930-1900
Event Date:	09/29/2023 - 10/31/2023	Hours:	Monday - Thursday: 3:00 PM - 9:00 PM Friday: 3:00 PM - 10:00 PM Saturday: 11:00 AM - 10:00 PM Sunday: 11:00 AM - 9:00 PM
Admission Price:	Free		
Vehicle Parking	09/29/2023 - 10/29/2023 Friday 12:00 PM - Sunday 7:00 PM: \$12.00 General Parking Monday - Friday 11:59 AM: No Parking Fee 10/30/2023 - 10/31/2023 \$12.00 General Parking	Projected Attendance:	16,000

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Monday			
2/3 Parking Lot C	09/25/2023 07:00 AM - 10:00 PM	Move In	716.67
Tuesday			
2/3 Parking Lot C	09/26/2023 07:00 AM - 10:00 PM	Move In	716.67
Wednesday			
2/3 Parking Lot C	09/27/2023 07:00 AM - 10:00 PM	Move In	716.67
Thursday			
2/3 Parking Lot C	09/28/2023 07:00 AM - 10:00 PM	Move In	716.67
Friday			
2/3 Parking Lot C	09/29/2023 03:00 PM - 10:00 PM	Event	1,433.33
Saturday			
2/3 Parking Lot C	09/30/2023 11:00 AM - 10:00 PM	Event	1,433.33
Sunday			
2/3 Parking Lot C	10/01/2023 11:00 AM - 09:00 PM	Event	1,433.33
Monday			
2/3 Parking Lot C	10/02/2023 03:00 PM - 09:00 PM	Event	1,433.33
Tuesday			
2/3 Parking Lot C	10/03/2023 03:00 PM - 09:00 PM	Event	1,433.33
Wednesday			
2/3 Parking Lot C	10/04/2023 03:00 PM - 09:00 PM	Event	1,433.33
Thursday			
2/3 Parking Lot C	10/05/2023 03:00 PM - 09:00 PM	Event	1,433.33
Friday			
2/3 Parking Lot C	10/06/2023 03:00 PM - 10:00 PM	Event	1,433.33
Saturday			
2/3 Parking Lot C	10/07/2023 11:00 AM - 10:00 PM	Event	1,433.33
Sunday			
2/3 Parking Lot C	10/08/2023 11:00 AM - 09:00 PM	Event	1,433.33
Monday			
2/3 Parking Lot C	10/09/2023 03:00 PM - 09:00 PM	Event	1,433.33
Tuesday			
2/3 Parking Lot C	10/10/2023 03:00 PM - 09:00 PM	Event	1,433.33

EXHIBIT A

Event Information			
Wednesday			
⅔ Parking Lot C	10/11/2023 03:00 PM - 09:00 PM	Event	1,433.33
Thursday			
⅔ Parking Lot C	10/12/2023 03:00 PM - 09:00 PM	Event	1,433.33
Friday			
⅔ Parking Lot C	10/13/2023 03:00 PM - 10:00 PM	Event	1,433.33
Saturday			
⅔ Parking Lot C	10/14/2023 11:00 AM - 10:00 PM	Event	1,433.33
Sunday			
⅔ Parking Lot C	10/15/2023 11:00 AM - 09:00 PM	Event	1,433.33
Monday			
⅔ Parking Lot C	10/16/2023 03:00 PM - 09:00 PM	Event	1,433.33
Tuesday			
⅔ Parking Lot C	10/17/2023 03:00 PM - 09:00 PM	Event	1,433.33
Wednesday			
⅔ Parking Lot C	10/18/2023 03:00 PM - 09:00 PM	Event	1,433.33
Thursday			
⅔ Parking Lot C	10/19/2023 03:00 PM - 09:00 PM	Event	1,433.33
Friday			
⅔ Parking Lot C	10/20/2023 03:00 PM - 10:00 PM	Event	1,433.33
Saturday			
⅔ Parking Lot C	10/21/2023 11:00 AM - 10:00 PM	Event	1,433.33
Sunday			
⅔ Parking Lot C	10/22/2023 11:00 AM - 09:00 PM	Event	1,433.33
Monday			
⅔ Parking Lot C	10/23/2023 03:00 PM - 09:00 PM	Event	1,433.33
Tuesday			
⅔ Parking Lot C	10/24/2023 03:00 PM - 09:00 PM	Event	1,433.33
Wednesday			
⅔ Parking Lot C	10/25/2023 03:00 PM - 09:00 PM	Event	1,433.33
Thursday			
⅔ Parking Lot C	10/26/2023 03:00 PM - 09:00 PM	Event	1,433.33
Friday			
⅔ Parking Lot C	10/27/2023 03:00 PM - 10:00 PM	Event	1,433.33
Saturday			
⅔ Parking Lot C	10/28/2023 11:00 AM - 10:00 PM	Event	1,433.33
Sunday			
⅔ Parking Lot C	10/29/2023 11:00 AM - 09:00 PM	Event	1,433.33
Monday			
⅔ Parking Lot C	10/30/2023 03:00 PM - 09:00 PM	Event	1,433.33
Tuesday			
⅔ Parking Lot C	10/31/2023 03:00 PM - 09:00 PM	Event	1,433.33

EXHIBIT A

Event Information

Wednesday

2/3 Parking Lot C	11/01/2023 07:00 AM - 10:00 PM	Move Out	716.67
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Thursday

2/3 Parking Lot C	11/02/2023 07:00 AM - 10:00 PM	Move Out	No Charge
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Friday

2/3 Parking Lot C	11/03/2023 07:00 AM - 10:00 PM	Move Out	No Charge
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Saturday

2/3 Parking Lot C	11/04/2023 07:00 AM - 10:00 PM	Move Out	No Charge
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Total: 50,883.24

Hosting of this event in the above specified space, 2/3 Parking Lot C, 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 10:00 PM Saturday - November 4, 2023 to avoid additional charges.

Estimated Equipment Fees

Description	Date-Time	Units	Rate	Actual
30 Amp Drop	Estimate 3	3.00 EA	50.00 EA	150.00
50 Amp Drop	Estimate 1	1.00 EA	70.00 EA	70.00
100 Amp Drop	TBD	TBD EA	180.00 EA	TBD
40 Yard Dumpster	Estimate 3	3.00 EA	234.00 EA	702.00
Barricade (Metal)	TBD	TBD EA	15.00 EA	TBD
Cable Ramp	Estimate 20	20.00 EA	15.00 EA	300.00
Electrical Splitter Box	Estimate 10	10.00 EA	55.00 EA	550.00
Electrical Usage Rate	Estimate Only	1.00 EA	1,150.00 EVT	1,150.00
Forklift	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Marquee Board	09/29/2023 - 10/31/2023	4.00 WK	Included	Included
Tonnage Weight (40 Yard Dumpster)	Estimate 8 Tons	8.00 TON	90.00 TON	720.00
Total:				3,867.00

Reimbursable Personnel and Services Fees

Description	Date-Time	Units	Rate	Actual
Event Operations				
Set Up / Clean Up				
Grounds Attendant	Estimate 4 Hours	4.00 HR	27.00 HR	108.00
Janitorial Attendant	TBD	TBD HR	27.00 HR	TBD
Electrician	Estimate 25 Hours	25.00 HR	67.50 HR	1,687.50
Plumber	Estimate 2 Hours	2.00 HR	67.50 HR	135.00
Event Sales & Services				
Event Coordinator	Estimate 8 Hours	8.00 HR	53.00 HR	424.00
Safety & Security				
Security Attendant	09/29/2023 05:00PM - 10:00PM	2.00 EA	27.00 HR	270.00
Security Attendant	09/30/2023 05:00PM - 10:00PM	2.00 EA	27.00 HR	270.00
Security Attendant	10/06/2023 05:00PM - 10:00PM	2.00 EA	27.00 HR	270.00
Security Attendant	10/07/2023 05:00PM - 10:00PM	2.00 EA	27.00 HR	270.00
Security Attendant	10/13/2023 05:00PM - 10:00PM	2.00 EA	27.00 HR	270.00
Security Attendant	10/14/2023 05:00PM - 10:00PM	2.00 EA	27.00 HR	270.00
Security Attendant	10/20/2023 05:00PM - 10:00PM	2.00 EA	27.00 HR	270.00
Security Attendant	10/21/2023 05:00PM - 10:00PM	2.00 EA	27.00 HR	270.00
Security Attendant	10/27/2023 05:00PM - 10:00PM	2.00 EA	27.00 HR	270.00
Security Attendant	10/28/2023 05:00PM - 10:00PM	2.00 EA	27.00 HR	270.00

EXHIBIT A

Event Information

Outside Services

Ride Inspector	TBD	TBD	EA	TBD	EVT	TBD
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	2.00	HR	263.00	HR	526.00
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	500.00	EVT	500.00
Total:						6,080.50

Summary

Facility Rental Total	\$50,883.24
Estimated Equipment, Reimbursable Personnel and Services Total	\$9,947.50
Refundable Deposit	\$10,000.00
Grand Total:	\$70,830.74

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$70,830.74
Total:		\$70,830.74

Please Remit Payment in *Check or Credit Card Only*

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

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

ADDITIONAL INSURANCE REQUIREMENT (AMUSEMENT RIDES)

Coverage and proof of insurance is required for all amusement rides and mechanical bulls. Insurance certificates, DOSH Applications and copies of A-Permits must be submitted to the Event Coordinator four (4) weeks prior to the event date. A Two Million Dollars (\$2,000,000) minimum coverage per occurrence is required.

ADDITIONAL INSURANCE REQUIREMENT

Coverage and proof of insurance is required for all hazardous and/or interactive activities. Insurance certificate must be submitted to the Event Coordinator four (4) weeks prior to the event date.

AMUSEMENT RIDE INSPECTOR

An onsite ride inspector is required to inspect all amusement rides and hazardous and/or interactive activities during ride/activity setup and throughout the event.

CANNABIS EVENTS

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

EXHIBIT A

Event Information

CANOPIES / TENTS

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

DRONES

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

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

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT V

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

INFLATABLE AMUSEMENTS AND ATTRACTIONS

For purpose of public/user safety, the OC Fair & Event Center requires that all event promoters and show producers incorporating inflatable attractions including, but not limited to, amusements such as bounce houses, obstacle courses or log slides into their event, must adhere to all manufacturer specifications and OSHA/DOSH guidelines as well as all other applicable state and local regulation when setting up and operating respective planned attraction. See Exhibit I for full terms regarding safety measure requirements.

MARKING THE GROUNDS

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

PORT-A-POTTIES

Seasonal Adventures has agreed to provide and maintain port-a-potties throughout the event. OCFEC staff will not be responsible for maintenance of port-a-potties.

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

RENTER AGREES

That damage occurring in Parking Lot C and/or of OCFEC property will be itemized and invoiced for payment by Seasonal Adventures.

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, Seasonal Adventures must comply with request.**

STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-116-23**

REVIEWED _____

DATE **June 22, 2023**

FAIRTIME **XX**

INTERIM

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 **Stack's Bowers Galleries** 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 14, 2023

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

See Exhibit A

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

Stack's Bowers Employee Appreciation 2023

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.

Stack’s Bowers Galleries
1550 Scenic Avenue, Suite 150
Costa Mesa, CA 92626

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

By: _____ Date: _____
Title: Andrew Glassman, Chief Financial Officer

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

EXHIBIT A

Event Information			
Event Name:	Stack's Bowers Employee Appreciation 2023	Contract No:	R-116-23
Contact Person:	Sarah Jackels	Phone:	(310) 343-1559
Event Date:	07/14/2023	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	07/14/2023 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 14, 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 B)				
Special Event Liability Insurance (S.E.L.I.)	07/14/2023	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, Stack's Bowers Galleries must comply with request.**

STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-117-23**

REVIEWED _____

DATE **June 28, 2023**

FAIRTIME

APPROVED _____

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

October 7 - 8, 2023

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

See Exhibit A

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

California Bridal & Wedding Expo

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

\$16,246.25

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

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

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

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

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

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

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

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

EXHIBIT A

Event Information			
Event Name:	California Bridal & Wedding Expo	Contract No:	R-117-23
Contact Person:	Maria Palumbo	Phone:	(516) 422-8125
Event Date:	10/08/2023	Hours:	Sunday: 12:30 PM - 5:00 PM
Admission Price:	\$10.00		
Vehicle Parking Fee:	\$12.00 General Parking	Projected Attendance:	1,500

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Saturday			
Costa Mesa Building (#10)	10/07/2023 09:00 AM - 05:00 PM	Move In	2,337.50
Sunday			
Costa Mesa Building (#10)	10/08/2023 12:30 PM - 05:00 PM	Event	4,675.00
Total:			7,012.50

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

Move out must be completed by 11:59 PM Sunday - October 8, 2023 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
20 Amp Drop	TBD	TBD	EA	25.00	EA	TBD
Bench (Metal)	TBD	TBD	EA	15.00	EA	TBD
Cable Ramp	TBD	TBD	EA	15.00	EA	TBD
Chair (Individual)	Estimate 150	150.00	EA	2.50	EA	375.00
Dumpster	Estimate 15	15.00	EA	20.00	EA	300.00
Electrical Splitter Box	Estimate 5	5.00	EA	55.00	EA	275.00
Electrical Usage Rate	Estimate Only	1.00	EA	575.00	EVT	575.00
Forklift	Estimate 4 Hours	4.00	HR	75.00	HR	300.00
Hang Tag - 1 Day	TBD	TBD	EA	6.00	EA	TBD
Marquee Board	10/02/2023 - 10/08/2023	1.00	WK	Included		Included
Podium	TBD	TBD	EA	25.00	EA	TBD
Portable Electronic Message Board	10/08/2023	2.00	EA	75.00	EA/DAY	150.00
Public Address System (Per Building)	10/08/2023	TBD	EA	75.00	EA/DAY	TBD
Scissor Lift	Estimate 5 Hours	5.00	HR	75.00	HR	375.00
Stage Right 24' x 8' Stage	TBD	TBD	EA	750.00	EA	TBD
Sweeper (In-House)	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
Wireless Microphone	TBD	TBD	EA	50.00	EA	TBD
Total:						2,575.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant	Estimate 9 Hours	9.00	HR	27.00	HR	243.00
Janitorial Attendant	Estimate 4 Hours	4.00	HR	27.00	HR	108.00
Electrician	Estimate 4 Hours	4.00	HR	67.50	HR	270.00
Event Day						
Grounds Attendant Lead	10/08/2023 11:30AM - 06:00PM	1.00	EA	32.00	HR	208.00
Grounds Attendant	10/08/2023 11:30AM - 06:00PM	1.00	EA	27.00	HR	175.50
Janitorial Attendant	10/08/2023 11:30AM - 06:00PM	3.00	EA	27.00	HR	526.50
Electrician	10/08/2023 11:30AM - 06:00PM	1.00	EA	67.50	HR	438.75

EXHIBIT A

Event Information

Clean Up

Grounds Attendant Lead	Estimate 4 Hours	4.00	HR	32.00	HR	128.00
Grounds Attendant	Estimate 10 Hours	10.00	HR	27.00	HR	270.00
Janitorial Attendant	Estimate 4 Hours	4.00	HR	27.00	HR	108.00
Electrician	Estimate 4 Hours	4.00	HR	67.50	HR	270.00

Event Sales & Services

Event Coordinator	10/08/2023 11:30AM - 06:00PM	1.00	EA	53.00	HR	344.50
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Parking

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

Safety & Security

Security Attendant Lead	10/08/2023 11:30AM - 05:30PM	1.00	EA	32.00	HR	192.00
Security Attendant	10/08/2023 11:30AM - 05:30PM	3.00	EA	27.00	HR	486.00

Technology

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

Emergency Medical Services	10/08/2023 12:00PM - 05:30PM	2.00	EA	28.00	HR	308.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50

Total: 5,158.75

Summary

Facility Rental Total	\$7,012.50
Estimated Equipment, Reimbursable Personnel and Services Total	\$7,733.75
Refundable Deposit	\$1,500.00

Grand Total: \$16,246.25

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment (25% Facility Fee)	<i>Upon Signing</i>	\$1,753.13
Second Payment	08/07/2023	\$7,246.62
Third Payment	09/07/2023	\$7,246.50
Total:		\$16,246.25

Please Remit Payment in *Check or Credit Card Only*

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

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

EXHIBIT A

Event Information

CANNABIS EVENTS

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

CANOPIES / TENTS

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT V

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

RECYCLING / SB 1383

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

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

FORM F-31

REVIEWED _____

APPROVED _____

AGREEMENT NO. **R-120-23**

DATE **July 13, 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 **Westcliff University** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

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

August 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:

Westcliff Summer 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.

Westcliff University
17877 Von Karman Avenue #400
Irvine, CA 92614

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

By: _____ Date: _____
Title: Lynda Nguyen, Senior HR Director

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

EXHIBIT A

Event Information			
Event Name:	Westcliff Summer Fun Day	Contract No:	R-120-23
Contact Person:	Tanisha Harrison	Phone:	(949) 825-5999 x5175
Event Date:	08/04/2023	Hours:	11:00 AM - 3:00 PM

Admission Price:	Group Order purchased through Tandem		
Vehicle Parking Fee:	\$12.00 General Parking	Projected Attendance:	200

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday			
Club OC Plaza Pacifica West	08/04/2023 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 - August 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>
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 B)				
Special Event Liability Insurance (S.E.L.I.)	08/04/2023	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, Westcliff University must comply with request.

STATE FIRE MARSHAL

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

FORM F-31

REVIEWED _____

APPROVED _____

AGREEMENT NO. **R-121-23**

DATE **August 17, 2023**

FAIRTIME

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

September 21, 2023

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

See Exhibit A

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

California Connections Academy Fall Festival

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

\$17,530.00

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" "I" 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.

**California Online Public Schools
33272 Valle Road
San Juan Capistrano, CA 92675**

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

By: _____ Date: _____
Title: Richard Savage, Executive Director

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

EXHIBIT A

Event Information				
Event Name:	California Connections Academy Fall Festival	Contract No:	R-121-23	
Contact Person:	Kimberley Benumof	Phone:	(949) 328-6460	
Event Date:	09/21/2023	Hours:	10:00 AM - 2:00 PM	

Admission Price:	No Charge (Private Event)			
Vehicle Parking Fee:	\$12.00 General Parking	Projected Attendance:	1,200	

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Thursday			
Country Meadows	09/21/2023 07:00 AM - 10:00 AM	Move In	No Charge
Huntington Beach Building (#12)	09/21/2023 07:00 AM - 10:00 AM	Move In	No Charge
Santa Ana Pavilion (Parade of Products)	09/21/2023 07:00 AM - 10:00 AM	Move In	No Charge
Country Meadows	09/21/2023 10:00 AM - 02:00 PM	Event	2,050.00
Huntington Beach Building (#12)	09/21/2023 10:00 AM - 02:00 PM	Event	3,675.00
Santa Ana Pavilion (Parade of Products)	09/21/2023 10:00 AM - 02:00 PM	Event	2,275.00
Total:			8,000.00

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

Move out must be completed by 11:59 PM Thursday - September 21, 2023 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
10 MB Internet - Hard Line	09/21/2023	2.00	EA	150.00	EA/DAY	300.00
Barricade (Plastic)	TBD	TBD	EA	15.00	EA	TBD
Chair (Individual)	Estimate 90	90.00	EA	2.50	EA	225.00
Dumpster	Estimate 8	8.00	EA	20.00	EA	160.00
Electrical Splitter Box	Estimate 3	3.00	EA	55.00	EA	165.00
Electrical Usage Rate	Estimate Only	1.00	EA	350.00	EVT	350.00
Forklift	Estimate 10 Hours	10.00	HR	75.00	HR	750.00
Hang Tag - 1 Day	Estimate 175	175.00	EA	6.00	EA	1,050.00
Picnic Table (Rectangular & Round)	Estiamte 45	45.00	EA	15.00	EA	675.00
Portable Electronic Message Board	09/21/2023	2.00	EA	75.00	EA/DAY	150.00
Sweeper (In-House)	Estimate 2 Hours	2.00	HR	75.00	HR	150.00
Wireless Internet Router	Estimate 2	2.00	EA	75.00	EA	150.00
Total:						4,125.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant	Estimate 8 Hours	8.00	HR	27.00	HR	216.00
Janitorial Attendant	Estimate 4 Hours	4.00	HR	27.00	HR	108.00
Electrician	Estimate 1 Hour	1.00	HR	67.50	HR	67.50
Event Day						
Grounds Attendant Lead	09/21/2023 09:00AM - 03:00PM	1.00	EA	32.00	HR	192.00
Grounds Attendant	09/21/2023 09:00AM - 03:00PM	1.00	EA	27.00	HR	162.00
Janitorial Attendant	09/21/2023 09:00AM - 03:00PM	4.00	EA	27.00	HR	648.00

EXHIBIT A

Event Information

Clean Up

Grounds Attendant Lead	Estimate 4 Hours	4.00	HR	32.00	HR	128.00
Grounds Attendant	Estimate 8 Hours	8.00	HR	27.00	HR	216.00
Janitorial Attendant	Estimate 4 Hours	4.00	HR	27.00	HR	108.00
Electrician	Estimate 2 Hours	2.00	HR	67.50	HR	135.00

Event Sales & Services

Event Coordinator	09/21/2023 09:00AM - 03:00PM	1.00	EA	53.00	HR	318.00
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Parking

Parking Attendant	Estimate 5 Hours	5.00	HR	27.00	HR	135.00
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Safety & Security

Security Attendant Lead	09/21/2023 09:00AM - 02:30PM	1.00	EA	32.00	HR	176.00
Security Attendant (Bag Check)	09/21/2023 09:00AM - 01:00PM	3.00	EA	27.00	HR	324.00
Security Attendant	09/21/2023 09:00AM - 02:30PM	2.00	EA	27.00	HR	297.00

Outside Services

Emergency Medical Services	09/21/2023 09:30AM - 02:30PM	2.00	EA	28.00	HR	280.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50

Total: 3,905.00

Summary

Facility Rental Total	\$8,000.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$8,030.00
Refundable Deposit	\$1,500.00

Grand Total: \$17,530.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	<i>Upon Signing</i>	\$8,765.00
Second Payment	08/21/2023	\$8,765.00
Total:		\$17,530.00

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.

ALCOHOL

Alcohol brought on the grounds by attendees or show personnel is strictly prohibited. Only OVG Hospitality, the OCFEC Master Concessionaire shall 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.

INFLATABLE AMUSEMENTS AND ATTRACTIONS

For purpose of public/user safety, the OC Fair & Event Center requires that all event promoters and show producers incorporating inflatable attractions including, but not limited to, amusements such as bounce houses, obstacle courses or log slides into their event, must adhere to all manufacturer specifications and OSHA/DOSH guidelines as well as all other applicable state and local regulation when setting up and operating respective planned attraction. See Exhibit I for full terms regarding safety measure requirements.

OAK VIEW GROUP dba OVG HOSPITALITY

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

OUTSIDE FOOD & BEVERAGE

OVG Hospitality agrees to allow California Connections Academy Southern California attendees to bring in outside food and beverage. Glass bottles and cans brought on the grounds by attendees is strictly prohibited. OVG Hospitality will have concessions food and beverage services available for attendees.

RECYCLING / SB 1383

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

EXHIBIT A

Event Information

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-123-23**

REVIEWED _____

DATE **July 28, 2023**

FAIRTIME

INTERIM **XX**

APPROVED _____

RENTAL AGREEMENT

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

WITNESSETH:

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

October 20 - 22, 2023

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

See Exhibit A

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

Maker Faire Orange County

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

\$25,377.00

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.

OCreate LLC
1038 E Bastanchury Road #124
Fullerton, CA 92835

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

By: _____ Date: _____
Title: **Ethan Coulter, Chief Executive Officer**

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

EXHIBIT A

Event Information			
Event Name:	Maker Faire Orange County	Contract No:	R-123-23
Contact Person:	Ethan Coulter	Phone:	(505) 504-8770
Event Date:	10/21/2023	Hours:	10:00 AM - 6:00 PM
Admission Price:	\$22.00		
Vehicle Parking Fee:	\$12.00 General Parking	Projected Attendance:	5,000

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday			
Costa Mesa Building (#10)	10/20/2023 10:00 AM - 08:00 PM	Move In	2,337.50
Park Plaza	10/20/2023 10:00 AM - 08:00 PM	Move In	825.00
Saturday			
Costa Mesa Building (#10)	10/21/2023 10:00 AM - 06:00 PM	Event	4,675.00
Park Plaza	10/21/2023 10:00 AM - 06:00 PM	Event	1,650.00
Sunday			
Costa Mesa Building (#10)	10/22/2023 06:00 AM - 11:59 AM	Move Out	No Charge
Park Plaza	10/22/2023 06:00 AM - 11:59 AM	Move Out	No Charge

Total: 9,487.50

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

Move out must be completed by 11:59 AM Sunday - October 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>
20 Amp Drop	Estimate 6	6.00	EA	25.00	EA	150.00
100 Amp Drop	TBD	TBD	EA	180.00	EA	TBD
Barricade (Plastic)	TBD	TBD	EA	15.00	EA	TBD
Bleacher (75 Seat Section)	Estimate 1	1.00	EA	200.00	EA	200.00
Dumpster	Estimate 8	8.00	EA	20.00	EA	160.00
Electrical Splitter Box	Estimate 2	2.00	EA	55.00	EA	110.00
Electrical Usage Rate	Estimate Only	1.00	EA	1,500.00	EVT	1,500.00
Forklift	Estimate 4 Hours	4.00	HR	75.00	HR	300.00
Hang Tag - 1 Day	TBD	TBD	EA	6.00	EA	TBD
Hang Tag - Overnight Trailers	Estimate 5	5.00	EA	24.00	EA	120.00
Man Lift	Estimate 4 Hours	4.00	HR	75.00	HR	300.00
Marquee Board	10/15/2023 - 10/21/2023	1.00	WK	Included		Included
Picnic Table (Rectangular & Round)	Estimate 10	10.00	EA	15.00	EA	150.00
Portable Electronic Message Board	10/21/2023	2.00	EA	75.00	EA/DAY	150.00
Public Address System (Per Building)	TBD	TBD	EA	75.00	EA/DAY	TBD
Stanchion	TBD	TBD	EA	5.00	EA	TBD
Sweeper (In-House)	Estimate 6 Hours	6.00	HR	75.00	HR	450.00
Ticket Booth (Double Window)	TBD	TBD	EA	100.00	EA	TBD
Total:						3,590.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	32.00	HR	256.00
Grounds Attendant	Estimate 10 Hours	10.00	HR	27.00	HR	270.00
Janitorial Attendant	Estimate 16 Hours	16.00	HR	27.00	HR	432.00
Electrician	Estimate 6 Hours	6.00	HR	67.50	HR	405.00

EXHIBIT A

Event Information

Event Day

Grounds Attendant Lead	10/21/2023 09:00AM - 07:00PM	1.00	EA	32.00	HR	320.00
Grounds Attendant	10/21/2023 09:00AM - 07:00PM	3.00	EA	27.00	HR	810.00
Janitorial Attendant	10/21/2023 09:00AM - 07:00PM	5.00	EA	27.00	HR	1,350.00
Electrician	10/21/2023 09:00AM - 07:00PM	1.00	EA	67.50	HR	675.00

Clean Up

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

Event Sales & Services

Event Coordinator	10/21/2023 09:00AM - 07:00PM	1.00	EA	53.00	HR	530.00
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Parking

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

Safety & Security

Security Attendant Lead	10/21/2023 09:00AM - 06:30PM	1.00	EA	32.00	HR	304.00
Security Attendant	10/21/2023 09:00AM - 06:30PM	8.00	EA	27.00	HR	2,052.00

Technology

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

Emergency Medical Services	10/21/2023 09:30AM - 06:30PM	2.00	EA	28.00	HR	504.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50

Total: 10,299.50

Summary

Facility Rental Total	\$9,487.50
Estimated Equipment, Reimbursable Personnel and Services Total	\$13,889.50
Refundable Deposit	\$2,000.00

Grand Total: \$25,377.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment (25% Facility Fee)	Upon Signing	\$2,372.00
Second Payment	08/21/2023	\$11,502.50
Third Payment	09/21/2023	\$11,502.50

Total: \$25,377.00

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.

BANNERS

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

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, OCreate LLC must comply with request.**

STATE FIRE MARSHAL

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

FORM F-31

REVIEWED C.G. 8/2/23

APPROVED _____

AGREEMENT NO. **R-124-23**

DATE **August 2, 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 **OC Mega Challah Bake** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

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

November 2, 2023

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

See Exhibit A

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

OC Mega Challah Bake

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

\$15,986.00

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

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

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

**OC Mega Challah Bake
15 Medlar
Irvine, CA 92618**

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

By: _____ Date: _____
Title: Nicky Colley, Organizer

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

EXHIBIT A

Event Information			
Event Name:	OC Mega Challah Bake	Contract No:	R-124-23
Contact Person:	Nicky Colley	Phone:	(949) 929-7509
Event Date:	11/02/2023	Hours:	5:30 PM - 9:30 PM
Admission Price:	Private Event		
Vehicle Parking Fee:	Parking Buyout (See Summary)	Projected Attendance:	1,000

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Thursday			
Huntington Beach Building (#12)	11/02/2023 08:00 AM - 05:30 PM	Move In	No Charge
Huntington Beach Building (#12)	11/02/2023 05:30 PM - 09:30 PM	Event	3,675.00
Total:			3,675.00

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

Move out must be completed by 11:59 PM Thursday - November 2, 2023 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
50 Amp Drop	TBD	TBD	EA	70.00	EA	TBD
4-Channel Audio Mixer	TBD	TBD	EA	35.00	EA/DAY	TBD
Barricade (Plastic)	TBD	TBD	EA	15.00	EA	TBD
Chair (Individual)	TBD	TBD	EA	2.50	EA	TBD
Dumpster	Estimate 6	6.00	EA	20.00	EA	120.00
Electrical Splitter Box	TBD	TBD	EA	55.00	EA	TBD
Electrical Usage Rate	Estimate Only	1.00	EA	250.00	EVT	250.00
Forklift	TBD	TBD	HR	75.00	HR	TBD
Man Lift	TBD	TBD	HR	75.00	HR	TBD
Picnic Table (Rectangular & Round)	TBD	TBD	EA	15.00	EA	TBD
Portable Electronic Message Board	11/02/2023	2.00	EA	75.00	EA/DAY	150.00
Public Address System (Per Building)	11/02/2023	1.00	EA	75.00	EA/DAY	75.00
Scissor Lift	TBD	TBD	HR	75.00	HR	TBD
Stanchion	TBD	TBD	EA	5.00	EA	TBD
Sweeper (In-House)	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
Total:						820.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant	Estimate 8 Hours	8.00	HR	27.00	HR	216.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	27.00	HR	216.00
Electrician	Estimate 1 Hour	1.00	HR	67.50	HR	67.50
Event Day						
Grounds Attendant Lead	11/02/2023 04:30PM - 10:30PM	1.00	EA	32.00	HR	192.00
Grounds Attendant	11/02/2023 04:30PM - 10:30PM	1.00	EA	27.00	HR	162.00
Janitorial Attendant	11/02/2023 04:30PM - 10:30PM	2.00	EA	27.00	HR	324.00
Electrician	TBD	TBD	EA	67.50	HR	TBD
Clean Up						
Grounds Attendant Lead	Estimate 5 Hours	5.00	HR	32.00	HR	160.00
Grounds Attendant	Estimate 6 Hours	6.00	HR	27.00	HR	162.00

EXHIBIT A

Event Information						
Janitorial Attendant	Estimate 6 Hours	6.00	HR	27.00	HR	162.00
Electrician	Estimate 1 Hour	1.00	HR	67.50	HR	67.50
<u>Event Sales & Services</u>						
Event Coordinator	11/02/2023 04:30PM - 10:30PM	1.00	EA	53.00	HR	318.00
<u>Parking</u>						
Parking Attendant Lead	Estimate 8 Hours	8.00	HR	32.00	HR	256.00
Parking Attendant	Estimate 16 Hours	16.00	HR	27.00	HR	432.00
<u>Safety & Security</u>						
Security Attendant Lead	11/02/2023 04:30PM - 10:00PM	1.00	EA	32.00	HR	176.00
Security Attendant	11/02/2023 04:30PM - 10:00PM	3.00	EA	27.00	HR	445.50
<u>Technology</u>						
Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00
<u>Outside Services</u>						
Emergency Medical Services	11/02/2023 05:00PM - 10:00PM	1.00	EA	28.00	HR	140.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Total:						3,991.00

Summary

Facility Rental Total	\$3,675.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$4,811.00
Parking Buyout (<i>Based upon 500 vehicles at \$12.00 per vehicle</i>)	\$6,000.00
Refundable Deposit	\$1,500.00
Grand Total:	\$15,986.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment (25% Facility Fee)	Upon Signing	\$918.75
Second Payment	09/01/2023	\$7,534.25
Third Payment	10/02/2023	\$7,533.00
Total:		\$15,986.00

Please Remit Payment in *Check or Credit Card Only*

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

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

EXHIBIT A

Event Information

BANNERS

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT V

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

GLASS

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

RECYCLING / SB 1383

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

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-126-23**

REVIEWED _____

DATE **September 8, 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 **FJS Productions dba The Great Junk Hunt** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

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

November 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:

The Great Junk Hunt

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

\$54,302.50

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

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

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

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

FJS Productions dba The Great Junk Hunt
4119 Palidades Place West
University Place, WA 98466

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

By: _____ Date: _____
Title: J.T. Albers, Owner

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

EXHIBIT A

Event Information			
Event Name:	The Great Junk Hunt	Contract No:	R-126-23
Contact Person:	J.T. Albers	Phone:	(253) 227-1981
Event Date:	11/03/2023 - 11/04/2023	Hours:	Friday: 4:00 PM - 9:00 PM Saturday: 8:00 AM - 4:00 PM
Admission Price:	\$10.00 - \$25.00		
Vehicle Parking Fee:	\$12.00 General Parking	Projected Attendance:	8,000

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Thursday			
Anaheim Building (#16)	11/02/2023 02:00 PM - 05:00 PM	Move In	1,287.50
Los Alamitos Building (#14)	11/02/2023 02:00 PM - 05:00 PM	Move In	1,637.50
OC Promenade (Span)	11/02/2023 02:00 PM - 05:00 PM	Move In	1,287.50
The Hangar	11/02/2023 02:00 PM - 05:00 PM	Move In	1,937.50
Friday			
Anaheim Building (#16)	11/03/2023 04:00 PM - 09:00 PM	Event	2,575.00
Los Alamitos Building (#14)	11/03/2023 04:00 PM - 09:00 PM	Event	3,275.00
OC Promenade (Span)	11/03/2023 04:00 PM - 09:00 PM	Event	2,575.00
The Hangar	11/03/2023 04:00 PM - 09:00 PM	Event	3,875.00
Saturday			
Anaheim Building (#16)	11/04/2023 08:00 AM - 04:00 PM	Event	2,575.00
Los Alamitos Building (#14)	11/04/2023 08:00 AM - 04:00 PM	Event	3,275.00
OC Promenade (Span)	11/04/2023 08:00 AM - 04:00 PM	Event	2,575.00
The Hangar	11/04/2023 08:00 AM - 04:00 PM	Event	3,875.00
Anaheim Building (#16)	11/04/2023 04:00 PM - 11:59 PM	Move Out	Included
Los Alamitos Building (#14)	11/04/2023 04:00 PM - 11:59 PM	Move Out	Included
OC Promenade (Span)	11/04/2023 04:00 PM - 11:59 PM	Move Out	Included
The Hangar	11/04/2023 04:00 PM - 11:59 PM	Move Out	Included
Total:			30,750.00

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

Move out must be completed by 11:59 PM Saturday - November 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>
20 Amp Drop	Estimate 1	1.00	EA	25.00	EA	25.00
50 Amp Drop	TBD	TBD	EA	70.00	EA	TBD
100 Amp Drop	TBD	TBD	EA	180.00	EA	TBD
Barricade (Plastic)	TBD	TBD	EA	15.00	EA	TBD
Chair (Individual)	TBD	TBD	EA	2.50	EA	TBD
Dumpster	Estimate 25	25.00	EA	20.00	EA	500.00
Electrical Splitter Box	Estimate 4	4.00	EA	55.00	EA	220.00
Electrical Usage Rate	Estimate Only	1.00	EA	2,000.00	EVT	2,000.00
Forklift	Estimate 2 Hours	2.00	HR	75.00	HR	150.00
Hang Tag - 2 Day	Estimate 15	15.00	EA	12.00	EA	180.00
Marquee Board	10/29/2023 - 11/04/2023	1.00	WK	Included		Included
Man Lift	TBD	TBD	HR	75.00	HR	TBD
Picnic Table (Rectangular & Round)	TBD	TBD	EA	15.00	EA	TBD
Portable Electronic Message Board	11/03/2023 - 11/04/2023	2.00	EA	75.00	EA/DAY	300.00
Public Address System (Per Building)	11/03/2023 - 11/04/2023	4.00	EA	75.00	EA/DAY	600.00

EXHIBIT A

Event Information						
Stanchion	TBD	TBD	EA	5.00	EA	TBD
Sweeper (In-House)	Estimate 12 Hours	12.00	HR	75.00	HR	900.00
Ticket Booth (Double Window)	Estimate 1	1.00	EA	100.00	EA	100.00
Total:						4,975.00
Reimbursable Personnel and Services Fees						
Description	Date-Time	Units		Rate		Actual
Event Operations						
Set Up						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	32.00	HR	256.00
Grounds Attendant	Estimate 14 Hours	14.00	HR	27.00	HR	378.00
Janitorial Attendant	Estimate 24 Hours	24.00	HR	27.00	HR	648.00
Electrician	Estimate 4 Hours	4.00	HR	67.50	HR	270.00
Event Day						
Grounds Attendant Lead	11/03/2023 03:00PM - 10:00PM	1.00	EA	32.00	HR	224.00
Grounds Attendant	11/03/2023 03:00PM - 10:00PM	6.00	EA	27.00	HR	1,134.00
Janitorial Attendant Lead	11/03/2023 03:00PM - 10:00PM	1.00	EA	32.00	HR	224.00
Janitorial Attendant	11/03/2023 03:00PM - 10:00PM	6.00	EA	27.00	HR	1,134.00
Electrician	TBD	TBD	EA	67.50	HR	TBD
Grounds Attendant Lead	11/04/2023 07:00AM - 05:00PM	1.00	EA	32.00	HR	320.00
Grounds Attendant	11/04/2023 07:00AM - 05:00PM	6.00	EA	27.00	HR	1,620.00
Janitorial Attendant Lead	11/04/2023 07:00AM - 05:00PM	1.00	EA	32.00	HR	320.00
Janitorial Attendant	11/04/2023 07:00AM - 05:00PM	6.00	EA	27.00	HR	1,620.00
Electrician	TBD	TBD	EA	67.50	HR	TBD
Clean Up						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	32.00	HR	256.00
Grounds Attendant	Estimate 20 Hours	20.00	HR	27.00	HR	540.00
Janitorial Attendant	Estimate 20 Hours	20.00	HR	27.00	HR	540.00
Electrician	Estimate 4 Hours	4.00	HR	67.50	HR	270.00
Event Sales & Services						
Event Coordinator	11/03/2023 03:00PM - 10:00PM	1.00	EA	53.00	HR	371.00
Event Coordinator	11/04/2023 07:00AM - 05:00PM	1.00	EA	53.00	HR	530.00
Parking						
Parking Attendant Lead	Estimate 8 Hours	8.00	HR	32.00	HR	256.00
Parking Attendant	Estimate 16 Hours	16.00	HR	27.00	HR	432.00
Safety & Security						
Security Attendant Lead	11/03/2023 03:00PM - 09:30PM	1.00	EA	32.00	HR	208.00
Security Attendant	11/03/2023 03:00PM - 09:30PM	9.00	EA	27.00	HR	1,579.50
Security Attendant Lead	11/04/2023 07:00AM - 04:30PM	1.00	EA	32.00	HR	304.00
Security Attendant	11/04/2023 07:00AM - 04:30PM	9.00	EA	27.00	HR	2,308.50
Technology						
Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00
Outside Services						
Emergency Medical Services	11/03/2023 03:30PM - 09:30PM	2.00	EA	28.00	HR	336.00
Emergency Medical Services	11/04/2023 07:30AM - 04:30PM	2.00	EA	28.00	HR	504.00

EXHIBIT A

Event Information					
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR
					Total: 17,077.50

Summary

Facility Rental Total	\$30,750.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$22,052.50
Refundable Deposit	\$1,500.00
Grand Total:	\$54,302.50

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$27,151.25
Second Payment	10/02/2023	\$27,151.25
Total:		\$54,302.50

Please Remit Payment in *Check or Credit Card Only*

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

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

BANNERS

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

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.

EXHIBIT A

Event Information

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, FJS Productions dba The Great Junk Hunt must comply with request.**

STATE FIRE MARSHAL

Event footprint capacity will be determined by State Fire Marshal. FJS Productions dba The Great Junk Hunt must comply with all California State Fire Codes. If State Fire Marshal requires changes to event layout, FJS Productions dba The Great Junk Hunt must execute changes within the specified timeframe.

FORM F-31

REVIEWED _____

APPROVED _____

AGREEMENT NO. **R-133-23**

DATE **August 15, 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 **IBJJF dba International BJJ 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

October 20 - 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:

IBJJF GP 2023

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

\$25,544.00

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

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

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

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

IBJJF dba International BJJ Inc.
17256 Red Hill Avenue
Irvine, CA 92614

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

By: _____ Date: _____
Title: Leonardo Araujo, Event Coordinator

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

EXHIBIT A

Event Information				
Event Name:	IBJJF GP 2023	Contract No:	R-133-23	
Contact Person:	Leonardo Araujo	Phone:	(949) 812-2017	
Event Date:	10/21/2023 - 10/22/2023	Hours:	<u>Saturday & Sunday</u>	
			Athletes Arrive:	8:00 AM
			Event:	9:30 AM - 9:00 PM
Admission Price:	TBD			
Vehicle Parking Fee:	\$12.00 General Parking	Projected Attendance:	1,000	

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday			
The Hangar	10/20/2023 12:00 PM - 06:00 PM	Move In	1,937.50
Saturday			
The Hangar	10/21/2023 08:00 AM - 09:00 PM	Event	3,875.00
Sunday			
The Hangar	10/22/2023 08:00 AM - 09:00 PM	Event	3,875.00
Monday			
The Hangar	10/23/2023 06:00 AM - 11:59 AM	Move Out	No Charge
Total:			9,687.50

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

Move out must be completed by 11:59 AM Monday - October 23, 2023 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
4-Channel Audio Mixer	TBD	TBD	EA	35.00	EA	TBD
100 Amp Drop	Estimate 1	1.00	EA	180.00	EA	180.00
Barricade (Plastic)	TBD	TBD	EA	15.00	EA	TBD
Bleacher (75 Seat Section)	Estimate 2	2.00	EA	200.00	EA	400.00
Chair (Individual)	Estimate 64	64.00	EA	2.50	EA	160.00
Dumpster	Estimate 10	10.00	EA	20.00	EA	200.00
Electrical Splitter Box	TBD	TBD	EA	55.00	EA	TBD
Electrical Usage Rate	Estimate Only	1.00	EA	550.00	EVT	550.00
Forklift	Estimate 8 Hours	8.00	HR	75.00	HR	600.00
Hang Tag - 2 Day	TBD	TBD	EA	12.00	EA	TBD
Marquee Board	TBD	1.00	WK	Included		Included
Man Lift	TBD	TBD	HR	75.00	HR	TBD
Picnic Table (Rectangular & Round)	TBD	TBD	EA	15.00	EA	TBD
Portable Electronic Message Board	10/21/2023 - 10/22/2023	2.00	EA	75.00	EA/DAY	300.00
Public Address System (Per Building)	TBD	TBD	EA	75.00	EA/DAY	TBD
Sweeper (In-House)	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
Stanchion	Estimate 24	24.00	EA	5.00	EA	120.00
Scissor Lift	TBD	TBD	HR	75.00	HR	TBD
Ticket Booth (Double Window)	TBD	TBD	EA	100.00	EA	TBD
Total:						2,735.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant	Estimate 8 Hours	8.00	HR	27.00	HR	216.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	27.00	HR	216.00
Electrician	Estimate 2 Hours	2.00	HR	67.50	HR	135.00

EXHIBIT A

Event Information

Event Day

Grounds Attendant Lead	10/21/2023 07:00AM - 10:00PM	1.00	EA	32.00	HR	480.00
Grounds Attendant	10/21/2023 07:00AM - 10:00PM	1.00	EA	27.00	HR	405.00
Janitorial Attendant	10/21/2023 07:00AM - 10:00PM	2.00	EA	27.00	HR	810.00
Electrician	TBD	TBD	EA	67.50	HR	TBD
Grounds Attendant Lead	10/22/2023 07:00AM - 10:00PM	1.00	EA	32.00	HR	480.00
Grounds Attendant	10/22/2023 07:00AM - 10:00PM	1.00	EA	27.00	HR	405.00
Janitorial Attendant	10/22/2023 07:00AM - 10:00PM	2.00	EA	27.00	HR	810.00
Electrician	TBD	TBD	EA	67.50	HR	TBD
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	32.00	HR	256.00
Grounds Attendant	Estimate 10 Hours	10.00	HR	27.00	HR	270.00
Janitorial Attendant	Estimate 10 Hours	10.00	HR	27.00	HR	270.00
Electrician	Estimate 2 Hours	2.00	HR	67.50	HR	135.00

Event Sales & Services

Event Coordinator	10/21/2023 07:00AM - 10:00PM	1.00	EA	53.00	HR	795.00
Event Coordinator	10/22/2023 07:00AM - 10:00PM	1.00	EA	53.00	HR	795.00

Parking

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

Safety & Security

Security Attendant Lead	10/21/2023 07:00AM - 09:30PM	1.00	EA	32.00	HR	464.00
Security Attendant	10/21/2023 07:00AM - 09:30PM	3.00	EA	27.00	HR	1,174.50
Security Attendant Lead	10/22/2023 07:00AM - 09:30PM	1.00	EA	32.00	HR	464.00
Security Attendant	10/22/2023 07:00AM - 09:30PM	3.00	EA	27.00	HR	1,174.50

Technology

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

Emergency Medical Services	10/21/2023 07:30AM - 09:30PM	1.00	EA	28.00	HR	392.00
Emergency Medical Services	10/22/2023 07:30AM - 09:30PM	1.00	EA	28.00	HR	392.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50

Total: 11,621.50

Summary

Facility Rental Total	\$9,687.50
Estimated Equipment, Reimbursable Personnel and Services Total	\$14,356.50
Refundable Deposit	\$1,500.00

Grand Total: \$25,544.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$12,772.00
Second Payment	09/20/2023	\$12,772.00

Total: \$25,544.00

Please Remit Payment in *Check or Credit Card Only*

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

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

EXHIBIT A

Event Information

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT V

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

RECYCLING / SB 1383

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

SOUND ORDINANCE

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

EXHIBIT A

Event Information

STATE FIRE MARSHAL

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

FORM F-31

REVIEWED C.G. 9/1/23

APPROVED _____

AGREEMENT NO. **R-134-23**

DATE **September 1, 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 **Rameelo** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

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

October 13 - 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:

Rameelo Raas Garba 2023

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

\$18,683.00

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

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

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

Rameelo
14872 Waverly Lane
Irvine, CA 92604

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

By: _____ Date: _____
Title: Heran Patel, Founder & Organizer

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

EXHIBIT A

Event Information				
Event Name:	Rameelo Raas Garba 2023	Contract No:	R-134-23	
Contact Person:	Heran Patel	Phone:	(949) 739-7052	
Event Date:	10/14/2023	Hours:	6:30 PM - 1:00 AM	

Admission Price:	Adult: \$25.00 Senior (65+): \$20.00 Child (5 & Under): Free			
Vehicle Parking Fee:	\$12.00 General Parking	Projected Attendance:	1,000	

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday			
The Hangar	10/13/2023 09:00 AM - 05:00 PM	Move In	1,937.50
Saturday			
The Hangar	10/14/2023 06:30 PM - 01:00 AM	Event	3,875.00
Sunday			
The Hangar	10/15/2023 08:00 AM - 11:59 AM	Move Out	No Charge
Total:			5,812.50

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

Move out must be completed by 11:59 AM Sunday - October 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>
50 Amp Drop	TBD	TBD	EA	70.00	EA	TBD
200 Amp Drop	Estimate 1	1.00	EA	360.00	EA	360.00
Barricade (Plastic)	TBD	TBD	EA	15.00	EA	TBD
Bleachers (50 Seat Section)	Estimate 1	1.00	EA	150.00	EA	150.00
Dumpster	Estimate 8	8.00	EA	20.00	EA	160.00
Electrical Splitter Box	TBD	TBD	EA	55.00	EA	TBD
Electrical Usage Rate	Estimate Only	1.00	EA	350.00	EVT	350.00
Forklift	Estimate 4 Hours	4.00	HR	75.00	HR	300.00
Man Lift	TBD	TBD	HR	75.00	HR	TBD
Marquee Board	10/08/2023 - 10/14/2023	1.00	WK	Included		Included
Portable Electronic Message Board	10/14/2023	2.00	EA	75.00	EA/DAY	150.00
Public Address System (Per Building)	TBD	TBD	EA	75.00	EA/DAY	TBD
Stage Right 16' x 16' Stage	Estimate 1	1.00	EA	1,000.00	EA	1,000.00
Stanchion	TBD	TBD	EA	5.00	EA	TBD
Sweeper (In-House)	Estimate 6 Hours	6.00	HR	75.00	HR	450.00
Total:						2,920.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	32.00	HR	256.00
Grounds Attendant	Estimate 14 Hours	14.00	HR	27.00	HR	378.00
Janitorial Attendant	Estimate 16 Hours	16.00	HR	27.00	HR	432.00
Electrician	Estimate 2 Hours	2.00	HR	67.50	HR	135.00
Event Day						
Grounds Attendant Lead	10/14/2023 05:30PM - 02:00AM	1.00	EA	32.00	HR	272.00
Grounds Attendant	10/14/2023 05:30PM - 02:00AM	2.00	EA	27.00	HR	459.00
Janitorial Attendant	10/14/2023 05:30PM - 02:00AM	3.00	EA	27.00	HR	688.50
Electrician	TBD	TBD	EA	67.50	HR	TBD

EXHIBIT A

Event Information

Clean Up

Grounds Attendant Lead	Estimate 8 Hours	8.00	HR	32.00	HR	256.00
Grounds Attendant	Estimate 14 Hours	14.00	HR	27.00	HR	378.00
Janitorial Attendant	Estimate 12 Hours	12.00	HR	27.00	HR	324.00
Electrician	Estimate 2 Hours	2.00	HR	67.50	HR	135.00

Event Sales & Services

Event Coordinator	10/14/2023 05:30PM - 02:00AM	1.00	EA	53.00	HR	450.50
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Parking

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

Safety & Security

Security Attendant Lead	10/14/2023 05:30PM - 01:30AM	1.00	EA	32.00	HR	256.00
Security Attendant	10/14/2023 05:30PM - 01:30AM	8.00	EA	27.00	HR	1,728.00

Technology

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

Emergency Medical Services	10/14/2023 06:00PM - 01:30AM	2.00	EA	28.00	HR	420.00
Sound Engineer	10/14/2023	1.00	EA	800.00	EA/DAY	800.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50

Total: 8,450.50

Summary

Facility Rental Total	\$5,812.50
Estimated Equipment, Reimbursable Personnel and Services Total	\$11,370.50
Refundable Deposit	\$1,500.00

Grand Total: \$18,683.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$18,683.00

Total: \$18,683.00

Please Remit Payment in *Check Only*

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

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

EXHIBIT A

Event Information

BANNERS

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

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, Rameelo must comply with request.**

STATE FIRE MARSHAL

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

FORM F-31

REVIEWED _____

APPROVED _____

AGREEMENT NO. **R-136-23**

DATE **August 29, 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 **Ultimate Trade Shows & Events, Inc.** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

WITNESSETH:

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

October 13 - 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:

OC Home & Garden Show

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

\$22,041.50

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.

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

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

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

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

EXHIBIT A

Event Information				
Event Name:	OC Home & Garden Show	Contract No:	R-136-23	
Contact Person:	Sylvia Andersen	Phone:	(801) 599-6664	
Event Date:	10/14/2023 - 10/15/2023	Hours:	Saturday: 10:00 AM - 6:00 PM Sunday: 10:00 AM - 5:00 PM	

Admission Price: TBD

Vehicle Parking Fee: \$12.00 General Parking

Projected Attendance: 3,000

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday			
Huntington Beach Building (#12)	10/13/2023 12:00 PM - 09:00 PM	Move In	1,837.50
Saturday			
Huntington Beach Building (#12)	10/14/2023 10:00 PM - 06:00 PM	Event	3,675.00
Sunday			
Huntington Beach Building (#12)	10/15/2023 10:00 AM - 05:00 PM	Event	3,675.00
Monday			
Huntington Beach Building (#12)	10/16/2023 07:00 AM - 12:00 PM	Move Out	No Charge

Total: 9,187.50

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

Move out must be completed by 12:00 PM Monday - October 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>
20 Amp Drop	TBD	TBD	EA	25.00	EA	TBD
50 Amp Drop	TBD	TBD	EA	70.00	EA	TBD
Cable Ramp	TBD	TBD	EA	15.00	EA	TBD
Chair (Individual)	TBD	TBD	EA	2.50	EA	TBD
Dumpster	Estimate 6	6.00	EA	20.00	EA	120.00
Electrical Splitter Box	Estimate 4	4.00	EA	55.00	EA	220.00
Electrical Usage Rate	Estimate Only	1.00	EA	500.00	EVT	500.00
Forklift	Estimate 6 Hours	6.00	HR	75.00	HR	450.00
Man Lift	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
Marquee Board	10/09/2023 - 10/15/2023	1.00	WK	Included		Included
Picnic Table (Rectangular & Round)	TBD	TBD	EA	15.00	EA	TBD
Portable Electronic Message Board	10/14/2023 - 10/15/2023	2.00	EA	75.00	EA/DAY	300.00
Public Address System (Per Building)	10/14/2023 - 10/15/2023	1.00	EA	75.00	EA/DAY	150.00
Scissor Lift	Estimate 4 Hours	4.00	HR	75.00	HR	300.00
Sweeper (In-House)	Estimate 3 Hours	3.00	HR	75.00	HR	225.00
Total:						2,490.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant	Estimate 5 Hours	5.00	HR	27.00	HR	135.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	27.00	HR	216.00
Electrician	Estimate 2 Hours	2.00	HR	67.50	HR	135.00

EXHIBIT A

Event Information

Event Day

Grounds Attendant Lead	10/14/2023 09:00AM - 07:00PM	1.00	EA	32.00	HR	320.00
Grounds Attendant	10/14/2023 09:00AM - 07:00PM	1.00	EA	27.00	HR	270.00
Janitorial Attendant	10/14/2023 09:00AM - 07:00PM	2.00	EA	27.00	HR	540.00
Electrician	10/14/2023 09:00AM - 07:00PM	1.00	EA	67.50	HR	675.00
Grounds Attendant Lead	10/15/2023 09:00AM - 06:00PM	1.00	EA	32.00	HR	288.00
Grounds Attendant	10/15/2023 09:00AM - 06:00PM	1.00	EA	27.00	HR	243.00
Janitorial Attendant	10/15/2023 09:00AM - 06:00PM	2.00	EA	27.00	HR	486.00
Electrician	10/15/2023 09:00AM - 06:00PM	1.00	EA	67.50	HR	607.50

Clean Up

Grounds Attendant Lead	Estimate 5 Hours	5.00	HR	32.00	HR	160.00
Grounds Attendant	Estimate 12 Hours	12.00	HR	27.00	HR	324.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	27.00	HR	216.00
Electrician	Estimate 2 Hours	2.00	HR	67.50	HR	135.00

Event Sales & Services

Event Coordinator	10/14/2023 09:00AM - 07:00PM	1.00	EA	53.00	HR	530.00
Event Coordinator	10/15/2023 09:00AM - 06:00PM	1.00	EA	53.00	HR	477.00

Parking

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

Safety & Security

Security Attendant	10/14/2023 09:00AM - 06:30PM	2.00	EA	27.00	HR	513.00
Security Attendant	10/15/2023 09:00AM - 05:30PM	2.00	EA	27.00	HR	459.00

Technology

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

Emergency Medical Services	10/14/2023 09:30AM - 06:30PM	2.00	EA	28.00	HR	504.00
Emergency Medical Services	10/15/2023 09:30AM - 05:30PM	2.00	EA	28.00	HR	448.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50

Total: 8,864.00

Summary

Facility Rental Total	\$9,187.50
Estimated Equipment, Reimbursable Personnel and Services Total	\$11,354.00
Refundable Deposit	\$1,500.00

Grand Total: \$22,041.50

Payment Schedule

Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
--	-----------------	---------------

First Payment	Upon Signing	\$22,041.50
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Total: \$22,041.50

EXHIBIT A

Event Information

Please Remit Payment in *Check Only*

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

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

BANNERS

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT V

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

RECYCLING / SB 1383

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

EXHIBIT A

Event Information

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

FORM F-31

REVIEWED _____

APPROVED _____

AGREEMENT NO. **R-137-23**

DATE **September 12, 2023**

FAIRTIME

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

October 2 - 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:

Carnival Midway Camping

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

\$8,352.50

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.

Guadagno & Sons dba G&S Shows
5550 Cerritos Avenue, Ste E
Cypress, CA 90630

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

By: _____ Date: _____
Title: Sharon Guadagno, Treasurer

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

EXHIBIT A

Event Information				
Event Name:	Carnival Midway Camping	Contract No:	R-137-23	
Contact Person:	Shawnee Merten	Phone:	(714) 709 -7727	
Event Date:	10/02/2023 - 10/09/2023	Hours:	12:00 AM - 11:59 PM Daily	
Camping and Parking Fee:	See Facility Rental Fees	Projected Attendance:	115	

Facility Rental Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Campground (Employee Bunkhouse/RV)	10/02/2023 - 10/09/2023 (7 Nights)	13.00 EA	45.00 EA	4,095.00
Total:				4,095.00

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 Monday - October 9, 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 9	9.00 EA	20.00 EA	180.00
Total:				180.00

Reimbursable Personnel and Services Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<u>Event Operations</u>				
Set Up				
Grounds Attendant	TBD	TBD HR	27.00 HR	TBD
Janitorial Attendant	TBD	TBD HR	27.00 HR	TBD
Electrician	TBD	TBD HR	67.50 HR	TBD
Event Day				
Grounds Attendant	10/02/2023 - 10/09/2023 Estimate 1 Hour Per Day	1.00 HR	27.00 HR	216.00
Janitorial Attendant	10/02/2023 - 10/09/2023 Estimate 2 Hours Per Day	2.00 HR	27.00 HR	432.00
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
<u>Safety & Security</u>				
Security Attendant - Overnight	10/02/2023 03:30PM - 07:00AM	1.00 EA	27.00 HR	418.50
Security Attendant - Overnight	10/03/2023 03:30PM - 07:00AM	1.00 EA	27.00 HR	418.50
Security Attendant - Overnight	10/04/2023 03:30PM - 07:00AM	1.00 EA	27.00 HR	418.50
Security Attendant - Overnight	10/05/2023 03:30PM - 07:00AM	1.00 EA	27.00 HR	418.50
Security Attendant - Overnight	10/06/2023 03:30PM - 07:00AM	1.00 EA	27.00 HR	418.50
Security Attendant - Overnight	10/07/2023 03:30PM - 07:00AM	1.00 EA	27.00 HR	418.50
Security Attendant - Overnight	10/08/2023 03:30PM - 07:00AM	1.00 EA	27.00 HR	418.50
Total:				3,577.50

Summary	
Facility Rental Total	\$4,095.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$3,757.50
Refundable Deposit	\$500.00
Grand Total:	\$8,352.50

EXHIBIT A

Event Information

Payment Schedule

Payment Schedule

First Payment

Due Date

Upon Signing

Amount

\$8,352.50

Total:

\$8,352.50

Please Remit Payment in *Check Only*

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT V

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

RECYCLING / SB 1383

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

EXHIBIT A

Event Information

SOUND ORDINANCE

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

STATE FIRE MARSHAL

Event footprint capacity will be determined by State Fire Marshal. Guadagno & Sons dba G&S Shows must comply with all California State Fire Codes. If State Fire Marshal requires changes to event layout, Guadagno & Sons dba G&S Shows must execute changes within the specified timeframe.

FORM F-31

REVIEWED _____

APPROVED _____

AGREEMENT NO. **R-138-23**

DATE **September 9, 2023**

FAIRTIME

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

October 2 - 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:

OCSD Camping - Imani Ware

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

\$924.00

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.

Imani Ware
3674 Lindbergh Street
San Diego, CA 92154

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

By: _____ Date: _____
Title: Imani Ware

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

EXHIBIT A

Event Information				
Event Name:	OCSD Camping - Imani Ware	Contract No:	R-138-23	
Contact Person:	Imani Ware	Phone:	(619) 852-4266	
Event Date:	10/02/2023 - 10/16/2023	Hours:	12:00 AM - 11:59 PM Daily	
Camping and Parking Fee:	See Facility Rental Fees	Projected Attendance:	1	

Facility Rental Fees				
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Campground (Employee Bunkhouse/RV)	10/02/2023 - 10/16/2023 (14 Nights)	1.00 EA	45.00 EA/DAY	630.00
Total:				630.00

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 Monday - October 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>
50 Amp Drop	TBD	TBD EA	70.00 EA	TBD
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>
<u>Event Operations</u>				
<u>Set Up / Event Day / Clean Up</u>				
Grounds Attendant	Estimate 2 Hours	2.00 HR	27.00 HR	54.00
Electrician	TBD	TBD HR	67.50 HR	TBD
Total:				54.00

Summary

Facility Rental Total	\$630.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$94.00
Refundable Deposit	\$200.00

Grand Total: \$924.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$924.00
Total:		\$924.00

Please Remit Payment in *Check Only*

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

EXHIBIT A

Event Information

CANNABIS EVENTS

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT V

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

RECYCLING / SB 1383

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

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

FORM F-31

REVIEWED C.G. 9/12/23

APPROVED _____

AGREEMENT NO. **R-139-23**

DATE **September 12, 2023**

FAIRTIME

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

September 22 - October 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:

OCS D Camping - Thomas Meyers

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

\$1,059.00

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.

Building Intuition, LLC
27480 Redlands Mesa Road
Hotchkiss, CO 81419

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

By: _____ Date: _____
Title: Thomas Meyers, President

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

EXHIBIT A

Event Information			
Event Name:	OCSD Camping - Thomas Meyers	Contract No:	R-139-23
Contact Person:	Thomas Meyers	Phone:	(970) 402-2199
Event Date:	09/22/2023 - 10/09/2023	Hours:	12:00 AM - 11:59 PM Daily
Camping and Parking Fee:	See Facility Rental Fees	Projected Attendance:	1

Facility Rental Fees					
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>	<u>Actual</u>
Campground (Employee Bunkhouse/RV)	09/22/2023 - 10/09/2023 (17 Nights)	1.00	EA	45.00 EA/DAY	765.00
Total:					765.00

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 Monday - October 9, 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 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>
<u>Event Operations</u>						
Set Up / Event Day / Clean Up						
Grounds Attendant	Estimate 2 Hours	2.00	HR	27.00	HR	54.00
Electrician	TBD	TBD	HR	67.50	HR	TBD
Total:						54.00

Summary

Facility Rental Total	\$765.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$94.00
Refundable Deposit	\$200.00

Grand Total: \$1,059.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	Upon Signing	\$1,059.00
Total:		\$1,059.00

Please Remit Payment in *Check Only*

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

EXHIBIT A

Event Information

CANNABIS EVENTS

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT V

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

RECYCLING / SB 1383

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

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

FORM F-31

REVIEWED _____

APPROVED _____

AGREEMENT NO. **R-001-24**

DATE **July 19, 2023**

FAIRTIME

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

February 2 - 5, 2024

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:

Great Train Show

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

\$25,872.50

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.

**Great American Train Shows
P.O. Box 1192
Lombard, IL 60148**

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

By: _____ Date: _____
Title: Bill Grove, President

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

EXHIBIT A

Event Information				
Event Name:	Great Train Show	Contract No:	R-001-24	
Contact Person:	Bill Grove	Phone:	(630) 383-2018	
Event Date:	02/03/2024 - 02/04/2024	Hours:	Saturday & Sunday: 10:00 AM - 4:00 PM	

Admission Price:	TBD	Projected Attendance:	5,000
Vehicle Parking Fee:	\$12.00 General Parking (See Terms)		

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday			
Costa Mesa Building (#10)	02/02/2024 10:00 AM - 06:00 PM	Move In	2,375.00
Saturday			
Costa Mesa Building (#10)	02/03/2024 10:00 AM - 04:00 PM	Event	4,750.00
Sunday			
Costa Mesa Building (#10)	02/04/2024 10:00 AM - 04:00 PM	Event	4,750.00
Monday			
Costa Mesa Building (#10)	02/05/2024 06:00 AM - 11:59 AM	Move Out	No Charge

Total: 11,875.00

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

Move out must be completed by 11:59 AM Monday - February 5, 2024 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
20 Amp Drop	TBD	TBD	EA	25.00	EA	TBD
50 Amp Drop	Estimate 5	5.00	EA	70.00	EA	350.00
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	800.00	EVT	800.00
Forklift	Estimate 2 Hours	2.00	HR	75.00	HR	150.00
Hang Tag - 2 Day	TBD	TBD	EA	TBD	EA	TBD
Marquee Board	01/08/2024 - 02/04/2024	4.00	WK	Included		Included
Portable Electronic Message Board	02/03/2024 - 02/04/2024	2.00	EA	75.00	EA/DAY	300.00
Public Address System (Per Building)	02/03/2024 - 02/04/2024	1.00	EA	75.00	EA/DAY	150.00
Scissor Lift	Estimate 6 Hours	6.00	HR	75.00	HR	450.00
Sweeper (In-House)	Estimate 5 Hours	5.00	HR	75.00	HR	375.00
Ticket Booth (Double Window)	TBD	TBD	EA	100.00	EA	TBD
Total:						2,875.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant	Estimate 8 Hours	8.00	HR	28.00	HR	224.00
Janitorial Attendant	Estimate 6 Hours	6.00	HR	28.00	HR	168.00
Electrician	Estimate 3 Hours	3.00	HR	70.00	HR	210.00
Event Day						
Grounds Attendant Lead	02/03/2024 09:00AM - 05:00PM	1.00	EA	33.00	HR	264.00
Grounds Attendant	02/03/2024 09:00AM - 05:00PM	2.00	EA	28.00	HR	448.00
Janitorial Attendant	02/03/2024 09:00AM - 05:00PM	3.00	EA	28.00	HR	672.00

EXHIBIT A

Event Information						
Grounds Attendant Lead	02/04/2024 09:00AM - 05:00PM	1.00	EA	33.00	HR	264.00
Grounds Attendant	02/04/2024 09:00AM - 05:00PM	2.00	EA	28.00	HR	448.00
Janitorial Attendant	02/04/2024 09:00AM - 05:00PM	3.00	EA	28.00	HR	672.00
Clean Up						
Grounds Attendant Lead	Estimate 5 Hours	5.00	HR	33.00	HR	165.00
Grounds Attendant	Estimate 8 Hours	8.00	HR	28.00	HR	224.00
Janitorial Attendant	Estimate 6 Hours	6.00	HR	28.00	HR	168.00
Electrician	Estimate 3 Hours	3.00	HR	70.00	HR	210.00
<u>Event Sales & Services</u>						
Event Coordinator	02/03/2024 09:00AM - 05:00PM	1.00	EA	54.50	HR	436.00
Event Coordinator	02/04/2024 09:00AM - 05:00PM	1.00	EA	54.50	HR	436.00
<u>Parking</u>						
Parking Attendant Lead	Estimate 8 Hours	8.00	HR	33.00	HR	264.00
Parking Attendant	Estimate 16 Hours	16.00	HR	28.00	HR	448.00
<u>Safety & Security</u>						
Security Attendant - Overnight	02/02/2024 06:00PM - 07:00AM	1.00	EA	28.00	HR	364.00
Security Attendant Lead	02/03/2024 09:00AM - 04:30PM	1.00	EA	33.00	HR	247.50
Security Attendant*	02/03/2024 09:00AM - 04:30PM	3.00	EA	28.00	HR	630.00
Security Attendant - Overnight	02/03/2024 04:00PM - 09:00AM	1.00	EA	28.00	HR	476.00
Security Attendant Lead	02/04/2024 09:00AM - 04:30PM	1.00	EA	33.00	HR	247.50
Security Attendant*	02/04/2024 09:00AM - 04:30PM	3.00	EA	28.00	HR	630.00
<i>*Security staffing requirements are subject to change at the discretion of the OCFEC Safety & Security Department.</i>						
<u>Technology</u>						
Technology Attendant	Flat Fee (Audio Configuration)	1.00	EA	100.00	EVT	100.00
<u>Outside Services</u>						
Emergency Medical Services	02/03/2024 09:30AM - 04:30PM	2.00	EA	29.00	HR	406.00
Emergency Medical Services	02/04/2024 09:30AM - 04:30PM	2.00	EA	29.00	HR	406.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Trash Collection & Sweeping Services	TBD	TBD	EA	TBD	EVT	TBD
Total:						9,622.50

Summary

Facility Rental Total	\$11,875.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$12,497.50
Refundable Deposit	\$1,500.00
Grand Total:	\$25,872.50

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	09/01/2023	\$6,468.25
Second Payment	11/02/2023	\$6,468.25
Third Payment	12/02/2023	\$6,468.25
Fourth Payment	01/02/2024	\$6,467.75
Total:		\$25,872.50

EXHIBIT A

Event Information

Please Remit Payment in *Check Only*

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT V

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

PARKING FEE

2024 Parking Fee is pending and subject to price increase.

RECYCLING / SB 1383

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

EXHIBIT A

Event Information

SOUND ORDINANCE

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

STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-008-24**

REVIEWED _____

DATE **August 14, 2023**

FAIRTIME

APPROVED _____

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

January 16 - 19, 2024

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:

Southern California Preview

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

\$21,596.25

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

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

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

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

WWSRA
726 Tenacity Drive, Unit B
Longmont, CO 80504

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

By: _____ Date: _____
Title: Cami Floros-Garrison, Association Director

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

EXHIBIT A

Event Information				
Event Name:	Southern California Preview	Contract No:	R-008-24	
Contact Person:	Rachel Mahoney	Phone:	(303) 532-4002 x2	
Event Date:	01/17/2024 - 01/19/2024	Hours:	Wednesday & Thursday: 7:30 AM - 7:00 PM Friday: 7:30 AM - 3:00 PM	

Admission Price:	Private Event			
Vehicle Parking Fee:	Parking Buyout (See Summary and Terms)	Projected Attendance:	200	

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Tuesday			
Los Alamitos Building (#14)	01/16/2024 08:00 AM - 06:00 PM	Move In	1,675.00
Wednesday			
Los Alamitos Building (#14)	01/17/2024 07:30 AM - 07:00 PM	Event	3,350.00
Thursday			
Los Alamitos Building (#14)	01/18/2024 07:30 AM - 07:00 PM	Event	3,350.00
Friday			
Los Alamitos Building (#14)	01/19/2024 07:30 AM - 03:00 PM	Event	3,350.00
Total:			11,725.00

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

Move out must be completed by 11:59 PM Friday - January 19, 2024 to avoid additional charges.

Estimated Equipment Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
50 Amp Drop	Estimate 3	3.00	EA	70.00	EA	210.00
Dumpster	Estimate 7	7.00	EA	20.00	EA	140.00
Electrical Splitter Box	TBD	TBD	EA	55.00	EA	TBD
Electrical Usage Rate	Estimate Only	1.00	EVT	800.00	EVT	800.00
Portable Electronic Message Board	01/17/2024 - 01/19/2024	1.00	EA	75.00	EA/DAY	225.00
Scissor Lift	Estimate 2 Hours	2.00	HR	75.00	HR	150.00
Sweeper (In-House)	Estimate 2 Hours	2.00	HR	75.00	HR	150.00
Total:						1,675.00

Reimbursable Personnel and Services Fees						
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
<u>Event Operations</u>						
Set Up						
Grounds Attendant Lead	Estimate 4 Hours	4.00	HR	33.00	HR	132.00
Grounds Attendant	Estimate 3 Hours	3.00	HR	28.00	HR	84.00
Electrician	Estimate 2 Hours	2.00	HR	70.00	HR	140.00
Event Day						
Janitorial Attendant - AM	01/17/2024 07:00AM - 11:00AM	2.00	EA	28.00	HR	224.00
Janitorial Attendant - PM	01/17/2024 01:00PM - 05:00PM	2.00	EA	28.00	HR	224.00
Janitorial Attendant - AM	01/18/2024 07:00AM - 11:00AM	2.00	EA	28.00	HR	224.00
Janitorial Attendant - PM	01/18/2024 01:00PM - 05:00PM	2.00	EA	28.00	HR	224.00
Janitorial Attendant - PM	01/19/2024 11:00AM - 03:00PM	2.00	EA	28.00	HR	224.00
Janitorial Attendant - AM	01/19/2024 07:00AM - 11:00AM	2.00	EA	28.00	HR	224.00

EXHIBIT A

Event Information

Clean Up

Grounds Attendant Lead	Estimate 4 Hours	4.00	HR	33.00	HR	132.00
Grounds Attendant	Estimate 4 Hours	4.00	HR	28.00	HR	112.00
Janitorial Attendant	Estimate 4 Hours	4.00	HR	28.00	HR	112.00
Electrician	Estimate 2 Hours	2.00	HR	70.00	HR	140.00

Event Sales & Services

Event Coordinator	01/17/2024 06:30AM - 07:00PM	1.00	EA	54.50	HR	681.25
Event Coordinator	01/18/2024 06:30AM - 07:00PM	1.00	EA	54.50	HR	681.25
Event Coordinator	01/19/2024 06:30AM - 03:00PM	1.00	EA	54.50	HR	463.25

Safety & Security

Security Attendant	01/17/2024 06:30AM - 07:30PM	1.00	EA	28.00	HR	364.00
Security Attendant	01/18/2024 06:30AM - 07:30PM	1.00	EA	28.00	HR	364.00
Security Attendant	01/19/2024 06:30AM - 03:30PM	1.00	EA	28.00	HR	252.00

Outside Services

State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
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Total: 5,396.25

Summary

Facility Rental Total	\$11,725.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$7,071.25
Parking Buyout (<i>Based upon 150 vehicles at \$12.00 per vehicle</i>)	\$1,800.00
Refundable Deposit	\$1,000.00

Grand Total: \$21,596.25

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	09/15/2023	\$7,198.75
Second Payment	11/16/2023	\$7,198.75
Third Payment	12/15/2023	\$7,198.75

Total: \$21,596.25

Please Remit Payment in *Check Only*

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

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

EXHIBIT A

Event Information

CANOPIES / TENTS

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT V

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

OAK VIEW GROUP dba OVG HOSPITALITY

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

PARKING FEE

2024 Parking Fee is pending and subject to price increase.

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, WWSRA must comply with request.**

STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. **R-022-24**

REVIEWED _____

DATE **August 24, 2023**

FAIRTIME

APPROVED _____

INTERIM **XX**

RENTAL AGREEMENT

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

WITNESSETH:

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

January 12 - 14, 2024

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:

In-N-Out Burger

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

\$45,061.00

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.

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

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

By:_____Date:_____ By:_____Date:_____
Title: Erin Arreola, Charitable Events Manager Title: Michele A. Richards, Chief Executive Officer

Event Information

Admission Price:	Private Event		
Vehicle Parking Fee:	Parking Buyout (See Summary and Terms)	Projected Attendance:	400

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday			
Main Mall	01/12/2024 07:00 AM - 11:59 PM	Move In	950.00
The Hangar	01/12/2024 07:00 AM - 11:59 PM	Move In	1,975.00
Saturday			
Anaheim Building (#16)	01/13/2024 06:00 PM - 10:00 PM	Event	2,650.00
Costa Mesa Building (#10)	01/13/2024 06:00 PM - 10:00 PM	Event	4,750.00
Huntington Beach Building (#12)	01/13/2024 06:00 PM - 10:00 PM	Event	3,750.00
Los Alamitos Building (#14)	01/13/2024 06:00 PM - 10:00 PM	Event	3,350.00
Main Mall	01/13/2024 06:00 PM - 10:00 PM	Event	1,900.00
OC Promenade (Span)	01/13/2024 06:00 PM - 10:00 PM	Event	2,650.00
Santa Ana Pavilion (Parade of Products)	01/13/2024 06:00 PM - 10:00 PM	Event	2,350.00
The Hangar	01/13/2024 06:00 PM - 10:00 PM	Event	3,950.00
Sunday			
Main Mall	01/14/2024 07:00 AM - 11:59 AM	Move Out	No Charge
The Hangar	01/14/2024 07:00 AM - 11:59 AM	Move Out	No Charge

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

Move out must be completed by 11:59 AM Sunday - January 14, 2024 to avoid additional charges.

Description	Date-Time	Units		Rate		Actual
25 MB Internet - Hard Line	TBD	TBD	EA	250.00	EA/DAY	TBD
100 Amp Drop	Estimate 1	1.00	EA	180.00	EA	180.00
Barricade (Metal)	TBD	TBD	EA	15.00	EA	TBD
Dumpster	Estimate 10	10.00	EA	20.00	EA	200.00
Electrical Splitter Box	Estimate 3	3.00	EA	55.00	EA	165.00
Electrical Usage Rate	Estimate Only	1.00	EA	600.00	EVT	600.00
Forklift	Estimate 10 Hours	10.00	HR	75.00	HR	750.00
Man Lift	Estimate 10 Hours	10.00	HR	75.00	HR	750.00
Pressure Washer	Estimate 1 Hour	1.00	HR	75.00	HR	75.00
Projector (12,000 Lumens)	01/13/2024	1.00	EA	3,000.00	EA/DAY	3,000.00
Projector Screen in Hangar	01/13/2024	1.00	EA	300.00	EA/DAY	300.00
Scissor Lift	TBD	TBD	EA	75.00	EA	TBD
Stanchion	TBD	TBD	EA	5.00	EA	TBD
Sweeper (In-House)	Estimate 6 Hours	6.00	HR	75.00	HR	450.00
Wireless Internet Router	TBD	TBD	EA	75.00	EA	TBD
				Total:		6,470.00

EXHIBIT A

Event Information

Reimbursable Personnel and Services Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>		<u>Rate</u>		<u>Actual</u>
Event Operations						
Set Up						
Grounds Attendant Lead	Estimate 12 Hours	12.00	HR	33.00	HR	396.00
Grounds Attendant	Estimate 16 Hours	16.00	HR	28.00	HR	448.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	28.00	HR	224.00
Electrician	Estimate 3 Hours	3.00	HR	70.00	HR	210.00
Event Day						
Grounds Attendant Lead	01/13/2024 05:00PM - 11:00PM	1.00	EA	33.00	HR	198.00
Grounds Attendant	01/13/2024 05:00PM - 11:00PM	2.00	EA	28.00	HR	336.00
Janitorial Attendant	01/13/2024 10:00AM - 05:00PM	2.00	EA	28.00	HR	392.00
Janitorial Attendant	01/13/2024 05:00PM - 11:00PM	3.00	EA	28.00	HR	504.00
Electrician	01/13/2024 05:00PM - 11:00PM	1.00	EA	70.00	HR	420.00
Clean Up						
Grounds Attendant	Estimate 22 Hours	22.00	HR	28.00	HR	616.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	28.00	HR	224.00
Electrician	Estimate 3 Hours	3.00	HR	70.00	HR	210.00
Event Sales & Services						
Event Coordinator	01/13/2024 05:00PM - 11:00PM	1.00	EA	54.50	HR	327.00
Safety & Security						
Security Attendant - Overnight	01/12/2024 05:00PM - 07:00AM	1.00	EA	28.00	HR	392.00
Security Attendant Lead	01/13/2024 05:00PM - 10:30PM	1.00	EA	33.00	HR	181.50
Security Attendant	01/13/2024 05:00PM - 10:30PM	4.00	EA	28.00	HR	616.00
Technology						
Technology Attendant	01/13/2024 05:00PM - 11:00PM	1.00	EA	54.50	HR	327.00
Outside Services						
Sound Engineer	TBD	TBD	EA	800.00	EA/DAY	TBD
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.50	HR	263.00	HR	394.50
Trash Collection & Sweeping Services	TBD	TBD	EA	TBD	EVT	TBD

Total: 6,416.00

Summary

Facility Rental Total	\$28,275.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$12,886.00
Parking Buyout <i>(Based upon 200 vehicles at \$12.00 per vehicle)</i>	\$2,400.00
Refundable Deposit	\$1,500.00

Grand Total: \$45,061.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	10/13/2023	\$15,020.50
Second Payment	11/13/2023	\$15,020.25
Third Payment	12/12/2023	\$15,020.25

Total: \$45,061.00

EXHIBIT A

Event Information

Please Remit Payment in *Check Only*

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

ADDITIONAL EQUIPMENT, PERSONNEL AND/OR SERVICES

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

CANNABIS EVENTS

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

CANOPIES / TENTS

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

DRONES

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

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

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

EVENT PROGRAM POLICIES AND PROCEDURES

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

EXHIBIT V

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

GLASS

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

MAIN MALL

Food vendors must fully cover all Main Mall brick pavers and concrete ground surface under and around their food booths with self-provided flame retardant tarp and venue provided treated wood to avoid damage from oil spills. Stains/damage as a result of failure to comply will result in additional cleaning fees. Used oil should only be discarded in the venue provided oil bin that is placed near location of food vendors.

EXHIBIT A

Event Information

OAK VIEW GROUP dba OVG HOSPITALITY

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

PARKING FEE

2024 Parking Fee is pending and subject to price increase.

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, In-N-Out Burger must comply with request.**

STATE FIRE MARSHAL

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

FORM F-31

AGREEMENT NO. RA-EQCDonPat-23

DATE 8/15/2023

REVIEWED TD

FAIRTIME

INTERIM XX

APPROVED EY

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 **Donna Patterson** 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 15 - December 31, 2023

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

See Exhibit A

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

OC Fair Equestrian Center Facility Boarding

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

SEE RATE SHEET (Exhibit W)

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" "V" and "W" 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.**
<https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf>
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.

Donna Patterson

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

By:  Date: 08/15/2023 | 11:54:01 PPT
Title: **Donna Patterson, Renter**

By:  Date: 08/15/2023 | 13:56:32 PPT
Title: **Joan Hamill, Chief Business Development Officer**

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter 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 Premises plot for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.**
3. All buildings, temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and the local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is a food serving concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation. Upon request, Renter must furnish to Association receipts for license fees, tax deposits, insurance, etc., prior to event.
4. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state 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 Premises and privilege provided in the Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
5. Renter will post 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 Agreement; the size of said sign, manner and place of posting to be pre-approved by Association.
6. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises 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 received Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
7. All sound-producing devices used by Renter within the Premises must be of such a nature and must be so operated, as not to cause annoyance or inconvenience to patrons or to other Concessionaires or Exhibitors. 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 only by first obtaining written permission thereof from Association.
8. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter shall not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. 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.
9. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the Premises, reasonable wear and tear expected. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
10. Association may provide watchman service, which will provide for reasonable protection of the property of Renters, but Association shall not be responsible for loss or damage to the property of Renter.

11. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature must be removed from the Premises by Renter, at Renter's own expense, upon expiration or early termination of this Agreement. It is understood that in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove all remaining material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.

12. No Renter will be permitted to sell or dispose of anywhere on the Premises alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.

13. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.

14. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such rules and regulations.

15. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days 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.

16. "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)."

17. Renter recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.

18. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times. Association shall have the right to retain a key to the Premises and may enter with at least 24-hour written notice to Renter.

19. The Parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.

20. 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.

21. 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 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.

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 11 of page two.

By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.

EXHIBIT "A"

DATE(S) OF EVENT: August 15, 2023 and ending December 31, 2023

LOCATION(S):

OC Fair & Event Center – Equestrian Center – 905 Arlington Drive, Costa Mesa, CA 92626

RENTER AGREES:

1. That the term of this Agreement is from August 15, 2023 through December 31, 2023.
2. Renter (Boarder or Trainer) rents from District, and District agrees to provide boarding and livestock services and facilities to Boarder for one or more of Boarder's horses at District's customary rates and charges. District's customary rates and charges are set forth in the Schedule of Fees (Exhibit W) in effect on the date of this Agreement, and that Schedule of Fees is incorporated herein by reference. District reserves the right to change its customary charges on 30 days' notice. Renter agrees to pay all charges for board and other goods and livestock services at District's then current rate. This is a month-to-month agreement which may be terminated by either party on 30 days' written notice, subject to the provisions of #8 and #9 or Rental Agreement.
3. Monthly board for each horse boarded, stall, feed, office, tack room, locker, and/or trailer parking shall be paid in advance and those charges are due on the 1st day of each month. Renter will receive an itemized statement of the monthly charges and may opt for paperless billing in lieu of receiving paper statements. All such charges, and all other charges for livestock goods and services provided hereunder and for use of District's facilities are payable on the first day of each month for the preceding month. Checks should be made payable to the "OC Fair & Event Center". All charges not paid in full by the 7th of any month shall be delinquent, and a late payment penalty of \$3.00 per day will accrue beginning the 8th day of the month. A minimum two weeks' notice is required before moving any horse from the District, and no horse shall leave the District until all charges are paid in full. There shall be no exceptions to this payment policy without prior arrangements with District management.
4. Renter must provide proof of insurance. Insurance requirements can be found in Exhibit B.
5. Any costs or expenses associated with damage to the facility, unless normal wear and tear, caused either directly or indirectly by renter, his or her affiliates, including any employees, assistants, agents, family members, or guests will be the sole responsibility of the renter.
6. Due to office/facility space limitations, OC Fair will not be accepting any mail or serve as a clearinghouse for users of the equestrian center property. Please make arrangements to have personal mail/packages delivered to your home, PO Box, etc.
7. Boarding of horse(s) and use of District facilities and livestock services shall be subject to these General Rules and Regulations in addition to the other terms and conditions herein. District may, at its discretion, change these General Rules and Regulations from time to

time, and Renter agrees to be bound by and observe the General Rules and Regulations as they may, from time to time, be published by District.

- a) The District facilities are for the use of renter and their affiliates, including any employees, assistants, agents, students, family members and guests. Renter shall be solely responsible for the direction, conduct, and control of all affiliates, including any employees, assistants, agents, students, family members and guests. Renter assumes full and sole responsibility for the payment of all wages, benefits, and expenses, in addition to any other obligation owed to his or her employees, assistants, agents, students or other outside service provider. District reserves the right to refuse admittance of renters' affiliates, including any employees, assistants, agents, students, family members and guests, and require them to leave the District premises if their conduct does not conform to these General Rules and Regulations and good social behavior. Disregard or violation of these General Rules and Regulations may, at District's discretion, result in the immediate expulsion of the renters' affiliates, including any employees, assistants, agents, family members and guests. When renter and any affiliates, including any employees, assistants, agents, family members and guests enters the District grounds, renter assumes responsibility for injury to self, affiliates, including any employees, assistants, agents, family members, guests and horse. Because of the unpredictable nature of the large and strong animal you have chosen to associate with, your safety from injury cannot be assured. Therefore, with respect to these obvious and clear dangers, any horse can kick, bite, bolt, and run, thus subjecting you to injury from your and others' horses, unless you remain constantly alert to these and all other hazards while on District grounds.
- b) All renters' affiliates, including any employees, assistants, agents, students, family members and guests shall observe and practice good social behavior. Theft, use of alcohol or narcotics, flagrant damage of or destruction of District property or renter's property, abuse of animals, physical or verbal abuse of other renters, staff or contractors, or violation of any term or condition of this Agreement, including the General Rules and Regulations, may result, at District's discretion, in immediate expulsion from the District. In such event, renter's horse will be maintained until Renter makes other arrangements for its care, and any refund due will be made on a pro-rated basis. District and its managers and employees shall have the sole discretion and authority to interpret and enforce the provisions of this Agreement.
- c) Facility Use Rules
 Renter shall comply at all times with the following facility use rules:
 1. Trotting or running horses will not be permitted outside of an arena.
 2. Minor children must be kept under constant supervision of parent or guardian.
 3. For safety, no riding double.
 4. No glass containers will be allowed on grounds.
 5. Renter may clean stalls before or after the daily cleaning, but shall deposit material in one of the corners of the stall for convenient removal at the next cleaning.

6. For everyone's safety, horses should not be ridden with just a halter. Please use headstall with proper control devices.
7. No stallions are allowed on the property.
8. No dogs are allowed on the property.
9. Speed limit on District premises is 5 miles per hour in all driveways and parking lots. All vehicles must be parked in designated parking areas.
10. No smoking/vaping is permitted in the equestrian center facility.
11. Pick up all manure dropped while grooming, washing or walking your horse(s) around the barn areas immediately. Any manure pullings should be swept up and disposed of in the trash receptacles.

d) Arena Rules

12. When entering an arena, a rider should make sure they are seen and wait for a break in the traffic to enter.
13. Horses or riders who are obviously inexperienced or are having difficulty deserve the right-of-way and lots of space. Cut across the arena or circle accordingly. When overtaking someone from behind, pass them wide, about a horse length away, more if the horse is obviously upset by your move. When meeting someone head on, pass left hand to left hand, or on the right as you would in a car. Again, pass at a comfortable distance.
14. Do not stop on the rail for anything except schooling, and then, not for long periods of time. As a general rule, faster traffic should pass to the inside track, slower horses on the outside track (the rail).
15. Riders under the age of eighteen (18) must wear a helmet that meets the American Society of Testing and Materials (ASTM) standards (or any other nationally recognized standard for equine helmets) which is properly fitted and fastened securely upon the rider's head by a strap when riding horses. No jumping at any time without protective headgear, shoes with heels, and full tack. Be aware of horses on course and anticipate their direction of travel. Do not stand or sit on or near the arena rails.
16. Rules for each arena are posted at each arena entrance. The course may be changed or jump poles relocated. Arena is to be returned to its original position as soon as renter is finished. Any pole or standard dislocated shall be replaced immediately. Horses are not to be turned out in these arenas.

e) Tack Rooms/Office Space Rules

17. No space heaters allowed in any tack room/office space.
18. No overnight stays allowed.
19. No modifications of any kind can be done without the expressed written consent of the District.
20. Renters are responsible for their own equipment and the general order of their tack room/office space.
21. Do not stack items in and around the aisle ways. Please make sure all your personal items are out of the way of others and clear from horses.

22. Trash should be placed in designated waste bins.

23. Renters with Tack Room/Office Space must comply with all California State Fire Codes.

f) Barn Aisles

24. Feed and tack must be in a container and the containers must be kept in good shape.

25. Feed and tack containers must conform to the following standards:

- No items may extend more than 34 inches from the stall.

26. No writing on any of the feeders or stalls. If there is a need to have notes for trainers, groomers, etc., please use a small dry-erase board.

g) Hot Walkers

27. Renter shall limit the use of hot walkers to one-half hour. Renter shall be respectful of, and use courtesy, when other renters are waiting. No horse shall be left on a non-moving hot walker.

h) Wash Racks

28. Wash racks are provided as a courtesy to Renters on an "as available, first-come, first-served" basis. User shall shut off the valve when finished. Drying of horses on the wash rack is not permitted when others are waiting.

i) Horse Shoeing

29. All shoeing, trimming and resets will be done in the shoeing racks only. There are no exceptions without prior arrangements with District management.

j) Trailers

30. Due to a limited number of parking spots on District property, renters may not store their trailers on District property unless a parking spot and permit are assigned to them by District. A monthly charge will be assessed for any trailer stored on District property as set forth in the current Schedule of Fees (Exhibit W). District does not accept liability for any theft or damage to trailers.

k) Possessory Lien

31. Renter acknowledges that, pursuant to Civil Code Sections 3080-3080.22, District shall have a lien on your horse(s) for money which may become due for providing livestock services. Pursuant to this statutory lien, District has the right to take possession and control of the horse(s) for the purpose of securing the obligation to pay board fees. Other charges for livestock services shall continue during District's possession, even though you may be refused access to or use of the horse(s), and that District has the right to sell your horse(s) to satisfy its lien and for costs of sale.

1) Security Deposit

32. Security deposits are required for new renters effective April 15, 2023.

33. The security deposit may be used for the purpose of repairing damage for which the tenant is responsible (beyond normal wear and tear), outstanding feed bills, etc. The tenant shall conduct a pre move-out inspection of the stall(s) BEFORE moving out at which time management shall inform the tenant of needed repairs in writing. The tenant shall have the right to make any repairs identified at the pre-move out inspection at his/her expense before the move out date without deduction from the security deposit. Within 30 days, management shall return the deposit. If any deductions are made, management shall provide the tenant with a itemized statement of expenses and receipts for cleaning or repairs for which deductions were made from deposit.

34. Security deposit requirements are as follows:

TYPE	DEPOSIT REQUIRED
1 horse	Equal to 1 month's rent (Based on stall size. For example, if a horse will be boarded in a 12' x 12' stall, deposit shall be \$644).
2 to 5 horses	Equal to 1 month's rent (Based on stall size. For example, if 1 horse will be boarded in a 12' x 12' stall, and another will be boarded in a double stall 12' x 24', then deposit shall be \$644+\$1,023=\$1,667). Capped at deposit on 2 horses (based on larger stall size).
6+ horses	Equal to 1 month's rent on full stall rate deposit capped on first 2 horses boarded (based on larger stall size). 20% deposit will be required on any additional stalls (based on stall size). For example, if 10 horses will be boarded, and you require two double stalls (12' x 24') and 8 single stalls (12' x 12'), deposit would be \$1,023+\$1,023+\$1,030.40 (20% deposit on other 8, 12' x 12' stalls)=\$3,076.40
Tack Room	Equal to 1 month's rent (\$358)
Locker	Equal to 1 month's rent (based on locker size)

DISTRICT AGREES:

1. To provide equestrian center office hours which will be as follows: Monday through Saturday, from 8:30 a.m. to 5:00 p.m., and 8:30 a.m. to 12:30 p.m. on Sundays. The office will be closed on holidays.
2. Allow use of the equestrian center facilities between 6 a.m. and 10 p.m. All outside arena lights will be turned off at 10 p.m. For after hour emergencies, please call District Public Safety at 714-708-1588.
3. Provide entry to the Equestrian Center property through Gate 9, off Arlington Drive. Should Gate 9 need to be closed, Renter will be provided with alternate Gate access for entry.
4. To provide parking pass(es) to Renter. During the annual OC Fair, due to tighter parking access/restrictions, special parking passes will be issued to Renter.
5. To provide services (through outside Contractor) for Animal Feeding, Box Stall Cleaning and Arena Maintenance. The current Schedule of Fees will reflect the type of feed available and the associated cost (Exhibit W). Renter must notify District management and make appropriate arrangements for any adjustment in feeding.

California Fair Services Authority

EXHIBIT B**INSURANCE REQUIREMENTS****I. Evidence of Coverage**

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**
3. Coverages:
 - a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: **\$5,000,000 per occurrence** for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **\$5,000,000 per occurrence** for the following types of Motorized Events: automobile races, drifting exhibitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, enduro, pro stock; **\$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races; **\$3,000,000 per occurrence** for Rodeo Events all types **with a paid gate** and any Rough Stock events; **\$2,000,000 per occurrence** for Rodeo Events All Types **without a paid gate** and with any Rough Stock events and for Swap

Meets/Flea Markets held two or more times per calendar year; **\$2,000,000 per occurrence** for the following Motorized events: car jumping contests/demonstrations of hydraulic modifications to automobiles; **\$2,000,000 per occurrence** for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the contractor/renter's activities, or business to be conducted under the contract or rental agreement/lease, must be listed in the Certificate of Insurance. If there is a self-insured retention or deductible in the contractor/renter's coverage equal to or in excess of \$100,000, the self-insured retention/deductible amount shall be included as part of the Certificate of Insurance. A copy of the contractor/renter's policy declaration page containing this information as an attachment/exhibit to the Certificate of Insurance will be acceptable, provided it contains all the aforementioned information.

- b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.
 - c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.
 - d. Medical Malpractice - Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.
 - e. Liquor Liability - Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.
4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.
 5. Certificate Holder:
 - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
 - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

B. CFSA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

C. Master Certificates - A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.

2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from

contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

4. **Certified Copies of Policies** - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.
2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.
3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.
4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

STANDARD CONTRACT TERMS AND CONDITIONS (F-31, RENTAL AGREEMENT)**1. National Labor Relations Board (PCC Section 10296)**

Contractor, by signing this contract, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against contractor within the immediately preceding two-year period because of the contractor's failure to comply with an order of a Federal Court which orders the contractor to comply with an order of National Labor Relations Board (Public Contract Code Section 10296).

2. Resolution of Contract Disputes (PCC 10240.5, 10381)

If, during the performance of this agreement, a dispute arises between contractor and Fair Management, which cannot be settled by discussion, the contractor shall submit a written statement regarding the dispute to Fair Management. A decision by Fair Management shall be made to the Contractor in writing, and shall be final and conclusive. Contractor shall continue to perform contract requirements without interruption during the dispute period.

3. Non-Discrimination Clause

During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

4. Amendment (GC 11010.5)

Contract modification, when allowable, may be made by formal amendment only.

5. Assignment

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

6. Termination

The State reserves the right to terminate any contract, at any time, upon order of the Board of Directors by giving the contractor notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the fair of any further payments, obligations, and/or performances required in the terms of the contract.

Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

SCTC, F-31 (revised 10/01)

7. Governing Law

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

8. Conflict of Interest (PCC 10410, 10411, 10420)

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (PCC 10410):

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (PCC 10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service. If

Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420).

9. Contractor Name Change

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

10. Air or Water Pollution Violation (WC 13301)

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

State of California Division of Fairs & Exposition SCTC, F-31 (revised 12/19)

EXHIBIT E

NOISE ORDINANCE:

A general awareness of all OC Fair & Event Center sound systems is important to understand the critical task of maintaining sound levels within a specific window for all areas in order to minimize the overall impact of sound from the OC Fair on surrounding neighborhoods.

OC Fair sound systems will have strict sound control measures in place.

ALL dB references are measured as FLAT response, NOT 'A' weighted. This applies to all dB levels referenced herein.

The OC Fair has a noise injunction specifically applied to the Pacific Amphitheatre. However, this applies to all events.

The injunction states that at a distant house (547 Serra Way) the level must not exceed 55 dB. The house is approximately 2,000 feet from the Grandstand Arena. The injunction applies to all sound emanating from the OC Fair, DURING Fair time.

For all year round events taking place outside of fair time, there is a 5 dB reduction in maximum levels. In other words, the 55 dB maximum is reduced to a 50 dB maximum.

There is a strict 10:00 p.m. curfew in effect unless an extension of curfew is approved in writing by the CEO or COO of the 32nd District Agricultural Association (District) prior to the event.

GENERAL SOUND LEVEL GUIDELINES, APPLIED TO ALL AREAS:

NOTE: outside of fair, all references to 55 db are lowered to 50 dB.

- 1) Maximum, broadband (20 Hz to 15 KHz) noise level, measured at FOH, will not exceed peaks of 92 dB under any circumstances.
- 2) Behind the stage, measured at noise level will not exceed peaks of 70 dB under any circumstances. This includes direct FOH system energy, stage monitors, backline equipment and any reflected energy from the surrounding buildings.
- 3) Note that the objective is to keep SPL at or below 55 dB in ALL areas where houses are located.
- 4) Any combination of 1 or 2 above resulting in noise levels exceeding 55 dB in surrounding neighborhoods must result in a lowering of level until the level in the neighborhood is within compliance.

IN SUMMARY:

NOTE: outside of fair, all references to 55 db are lowered to 50 dB.

- 1) No more than 55 dB in any area where a home is located.
- 2) No more than 70 dB behind stages.
- 3) No more than 92 dB at FOH.
- 4) If any combination of the above results in greater than 55 dB in any area where housing is located, levels will be immediately decreased until compliance is met.

Measurements will be taken during each event to insure that the level is at or below an average of 92 dB at FOH, 70 dB at the rear of the stage.

Every effort will be taken by the Contractor to insure that the noise ordinance is strictly adhered to.

- 1) In all cases, apply reasonable care to:
 - a) Not interfere with surrounding vendors activities.
 - b) Maintain a level reasonably consistent with the program material and audience size to be covered.
 - c) At no time will the audio level exceed 90 dB 50 feet from the audio system.
 - d) If speakers are in close proximity to audience members, sound level 10 feet from speakers will not exceed 85 dB.
 - e) The Noise Injunction is to be respected and adhered to at all times.
- 2) Contractor is specifically responsible for insuring compliance as indicated herein.
- 3) Contractor will respond to requests from District personnel to reduce levels as required.



Exhibit F - Assembly Bill 1499

If you haven't already heard, the California Legislature enacted Assembly Bill 1499 (AB 1499). The bill became effective July 1, 2018 and requires retailers (commercial exhibitors/vendors, merchants, concessionaires, etc) who make sales of tangible personal property at a California state-designated fairground to separately report the sales amount on their Sales and Use Tax Return. The OC Fair & Event Center (OCFEC) is a California state-designated fairground. When you operate at the OCFEC as well as at other state-designated fairgrounds, on-premises sales that you and/or your vendors generate are to be reported separately for each specific fairground.

Please note that AB 1499 does not impact current state and local sales tax charged in Orange County or in other California locales. It does, however, direct the California Department of Tax and Fee Administration (CDTFA) to reallocate $\frac{3}{4}$ of 1% of the total amount of reported gross receipts and to appropriate these monies to the Fair and Exposition Fund for specified fairground operational and infrastructure needs projects. This funding contributes to upgraded fairground facilities that will help event producers and vendors grow their businesses.

Below are links to helpful information on how this may affect you and your vendors.

Please take the time to read through the information and pass along to all of your vendors who will be on OC Fair and Event Center property for your upcoming event.

If you or your vendors have any questions, please contact the California Department of Tax and Fee Administration's customer service line at 1-800-400-7115. Representatives are available Monday - Friday (except state holidays), from 8:00 a.m. to 5:00 p.m. (Pacific time).

California Department of Tax and Fee Administration
<http://www.cdtfa.ca.gov/industry/state-fairgrounds.htm>

California Legislative Information
http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201720180AB1499

Westerns Fairs Association
<https://www.westernfairs.org/p/members/subsidiaries/cfa/ab1499>

Thank you for being a valued part of the OCFEC's Year Round Event Program and ensuring that all of your participating retailers are aware of and in compliance with AB 1499. We look forward to your upcoming events.



EXHIBIT V

COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

1. **Scope.** As a result of the worldwide COVID-19 pandemic, the 32nd District agricultural Association (OCFEC) implemented numerous essential protocols and procedures to protect OCFEC staff, renters, event promoter/producer employees, exhibitors, vendors, contractors, subcontractors, volunteers and members of the public. These protocols and procedures do not supersede or replace any existing orders issued by local governments, the State of California or the Federal Government. The protocol and procedure guidelines (COVID-19 Guidelines) apply equally to all organizations and persons doing business on OCFEC property, both public and private, and all event types, commercial, trade or other, hosted at the OCFEC.
2. **Sick, elderly and vulnerable persons.** Anyone who feels sick should remain at home. In addition, high-risk persons who are over 65 years of age, or anyone with chronic illness or underlying medical conditions, should continue to follow recommendations to stay at home and limit public interaction.
3. **Physical Distancing in the Workplace.** Physical distancing of a minimum of six (6) feet should be maintained between customer-facing employees and the general public, and – to the extent practical – between employees in the field or at employee workstations. Where isolation of employees in the field or at employee workstations is impractical, face coverings must be worn without exception.
4. **Handwashing, Personal Protective Equipment, and Testing.** Renters, event promoters, event producers, exhibitors, vendors, and their respective contractors, subcontractors and volunteers (collectively, “Business Partners”) conducting business at the OCFEC must require all customer-facing employees to either wash their hands or use hand sanitizer every thirty minutes, or wear disposable gloves which are to be changed as frequently as specified by guidelines established for each applicable job assignment. Face coverings must be provided to all employees.

Before starting a shift, all OCFEC employees and all Business Partner employees, must have their temperatures taken and documented, and individual(s) will not be permitted to remain at work if the temperature reading exceeds 100.4 degrees (°) Fahrenheit. Affected individual(s) may only return to work after registering and documenting their temperature reading below 100.4° Fahrenheit for seventy-two (72) consecutive hours.

All OCFEC event attendees, before entering OCFEC premises, must have their temperatures taken and documented. Any OCFEC event attendee with a temperature reading above 100.4° Fahrenheit will not be permitted to attend the event and will be required to immediately leave the OCFEC premises. Paid admission/parking fee refunds will be subject to processing schedule.

All competitive professional and amateur sports participants, including youth sports participants, must be tested for COVID-19 at least one (1) week before the date of the

scheduled competition, and will not be permitted to compete if the intended participant tests positive for COVID-19. If the intended participant tests positive for COVID-19, he/she will not be allowed to participate in any activities at the OCFEC until after (i) receiving a negative result on a subsequent COVID-19 test and (ii) satisfying the specified 14-day (or otherwise governmentally specified) COVID-19 quarantine period.

OCFEC Business Partners should make every effort to limit physical touch points at their respective places of business, including at the OCFEC. All OCFEC event promoters must significantly increase frequency of sanitation and disinfection measures at all workstations and equipment that come into contact with OCFEC employees and the general public. All OCFEC Business Partners must assess and identify the frequency of necessary sanitation and disinfection practices, and will review and agree upon a sanitation and disinfection schedule with the OCFEC.

Face coverings and disposable gloves must be worn by all OCFEC Business Partner customer-facing employees. All OCFEC event attendees and visitors must wear appropriate face coverings. Physical barriers, if available, are preferred but not required as the general public will make the personal decision of whether to attend an event at the OCFEC and/or patronize an OCFEC Business Partner. For the benefit of the public, OCFEC employees and Business Partner employees, handwashing or hand sanitizing should be done as soon as possible following the handling of materials that come in contact with the general public.

5. **Event Attendance Limitations.** Attendance at all OCFEC events, including all move-in and move-out activities, must be limited at any given time, to no more than the current maximum attendance levels permitted by all applicable local and state orders or laws.

OCFEC Business Partners must establish and actively enforce measures to monitor and ensure attendance limitation compliance. If an OCFEC Business Partner fails to comply with event attendance limitations, the OCFEC in its sole and absolute discretion may cancel the event without notice and refer the matter to local law enforcement.

6. **OCFEC Business Partner Compliance.** OCFEC Business Partners shall make every effort to assure compliance with COVID-19 related mitigation requirements. If an OCFEC Business Partner fails to comply with these COVID-19 Guidelines, the OCFEC in its sole and absolute discretion may close non-compliant event spaces, exhibitor spaces or other such rental spaces, or may cancel the event without notice and refer the matter to local law enforcement.
7. **Covid-19 Release and Waiver of Liability.** As consideration for being permitted to conduct event activities at the OCFEC, OCFEC Business Partners must acknowledge and agree to all COVID-19 Pandemic and related governmental orders, directives and guidelines, and forever release the 32nd District Agricultural Association, the State, California Fair Services Authority ("CFSA"), the County, the Lessor, and any fair affiliated organization, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner's employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs,

distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner's participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.

8. **Event Organization Protocols.** Each OCFEC Business Partner must submit event organization-specific COVID-19 related infection mitigation protocols and procedures for OCFEC review and approval no later than thirty (30) days before the event's scheduled move-in date. The OCFEC reserves the right to reject any protocols and procedures that are in conflict with, or are less stringent than, the COVID-19 Guidelines. If the OCFEC rejects the OCFEC Business Partner's COVID-19 related infection mitigation protocols and procedures, the OCFEC Business Partner must resubmit revised infection mitigation protocols and procedures for review no less than fifteen (15) days before the event's scheduled move-in date. If OCFEC Business Partner fails to submit the COVID-19 related infection mitigation protocols and procedures on time, the OCFEC in its sole and absolute discretion may terminate the agreement and cancel the event without notice.
9. **Further Action as Necessary.** The OCFEC reserves the right to modify these COVID-19 Guidelines as circumstances warrant. Specifically, the OCFEC recognizes that additional restrictions not reflected in these guidelines may be necessary to address the health and safety of certain populations depending upon their age or underlying health concerns, or otherwise to address medical issues as they arise.

I HAVE CAREFULLY READ THIS AGREEMENT EXHIBIT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A CONTRACTUAL AGREEMENT BETWEEN MYSELF AND THE 32ND DISTRICT AGRICULTURAL ASSOCIATION, THE STATE, CFSA, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

08/15/2023 | 11:54:01 PDT

Executed on _____, 20____.

OCFEC BUSINESS PARTNER



Signature

Donna G Patterson

Address

208 Amherst Place
Costa Mesa, Ca

Address



Exhibit W

EQUESTRIAN CENTER SCHEDULE OF FEES (Effective June 1, 2023 for current tenants. Rates apply to any NEW incoming tenants.)*		
Type	Fee	Occurrence
12' x 12' Box Stall (shavings included)	\$644	Monthly
Double Stall (12' x 24') (shavings included)	\$1,023	Monthly
Office or Tack Room	\$358	Monthly
Trailer Parking	\$138	Monthly
*Stalls are cleaned daily and are fully bedded with shavings.		

LOCKER FEES**		
Type	Fee	Occurrence
Locker, Large	\$220	Monthly
Locker, Small	\$110	Monthly
Locker	\$17	Monthly
Locker, Big	\$44	Monthly
**Locker availability is limited.		

FEED PRICES*** (Effective August 1, 2023)	
Type	Fee (per portion per month)
Alfalfa	\$76.00
Bermuda	\$71.00
Cubes	\$50.00
Orchard	\$91.00
Timothy	\$88.00
Horses are fed twice daily.	

Examples:

- Box stall feeding 2 flakes of alfalfa in the morning and 1 flake of alfalfa in the evening.
 $\$644 + \$76 + \$76 + \$76 = \$872$ (3 portions of feed per month)
- Box stall feeding 2 flakes of timothy in the morning and 1 bucket of cubes in the evening.
 $\$644 + \$88 + \$88 + \$50 = \$870$ (3 portions of feed per month)

Any fraction of a portion will be charged as 1 portion.

***Please note that feed prices are subject to change based on fuel prices, market fluctuations and/or unforeseen economic circumstances.

Rev 7/13/23

RELEASE AND WAIVER OF LIABILITY AGREEMENT

Donna Patterson

I, _____ (“Participant”), acknowledge that I have voluntarily applied to participate in the following activities at _____ OC Fair (the “Fair”):

Horse riding and all related activities including, but not limited to, lessons, training, practices, Plexercise of any horses, or any other equestrian related activity involving instruction, guidance or direction by any individual, licensed or unlicensed, whether for compensation or not.

I AM AWARE THAT THESE ACTIVITIES ARE HAZARDOUS ACTIVITIES AND THAT I COULD BE SERIOUSLY INJURED OR EVEN KILLED. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN.



I verify this statement by placing my initials here: _____

Parent or Guardian’s initials (if under 18): _____

As consideration for being permitted by the Fair, the State of California (“State”), the County of _____ Orange (the “County”), and any lessor of the fair premises (“Lessor”), to participate in these activities and use the Fair premises and facilities, **I forever release the Fair, the State, the County, the Lessor, any fair affiliated organization, and their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively “Releasees”) from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) my participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, (iii) the negligence of any trainer or instructor involved in the abovementioned activities, or (iv) the condition of the premises where these activities occur, whether or not I am then participating in the activities.** I also agree that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives will not make a claim against, sue, or attach the property of any Releasee in connection with any of the matters covered by the foregoing release.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE FAIR, THE STATE, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

08/15/2023 | 11:54:01 PDT

Executed at _____ Orange, California on _____, 20____.

PARTICIPANT/RELEASOR


Signature
Donna G Patterson

Address: _____

PARENT OR GUARDIAN


Signature

Address: _____

IF YOU ARE UNDER 18 YEARS OF AGE, YOU AND YOUR PARENT OR GUARDIAN MUST SIGN AND INITIAL THIS FORM WHERE INDICATED.

FORM F-31

AGREEMENT NO. RA-EQCAndMum-23

REVIEWED TD

DATE 6-20-2023

FAIRTIME

APPROVED EY

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 **Andrea Mumma** 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

June 23 - December 31, 2023

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

See Exhibit A

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

OC Fair Equestrian Center Facility Boarding

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

SEE RATE SHEET (Exhibit W)

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" "V" and "W" 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.**
<https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf>
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.

Andrea Mumma

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

By: ANDREA MUMMA Date: 06/21/2023 | 13:57:56 PDT
Title: **Andrea Mumma, Renter**

By: Joan Hamill Date: 06/21/2023 | 16:15:14 PDT
Title: **Joan Hamill, Chief Business Development Officer**

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter 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 Premises plot for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.**
3. All buildings, temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and the local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is a food serving concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation. Upon request, Renter must furnish to Association receipts for license fees, tax deposits, insurance, etc., prior to event.
4. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state 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 Premises and privilege provided in the Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
5. Renter will post 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 Agreement; the size of said sign, manner and place of posting to be pre-approved by Association.
6. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises 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 received Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
7. All sound-producing devices used by Renter within the Premises must be of such a nature and must be so operated, as not to cause annoyance or inconvenience to patrons or to other Concessionaires or Exhibitors. 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 only by first obtaining written permission thereof from Association.
8. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter shall not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. 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.
9. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the Premises, reasonable wear and tear expected. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
10. Association may provide watchman service, which will provide for reasonable protection of the property of Renters, but Association shall not be responsible for loss or damage to the property of Renter.

11. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature must be removed from the Premises by Renter, at Renter's own expense, upon expiration or early termination of this Agreement. It is understood that in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove all remaining material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.

12. No Renter will be permitted to sell or dispose of anywhere on the Premises alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.

13. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.

14. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such rules and regulations.

15. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days 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.

16. "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)."

17. Renter recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.

18. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times. Association shall have the right to retain a key to the Premises and may enter with at least 24-hour written notice to Renter.

19. The Parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.

20. 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.

21. 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 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.

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 11 of page two.

By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.

EXHIBIT "A"

DATE(S) OF EVENT: June 23, 2023 and ending December 31, 2023

LOCATION(S):

OC Fair & Event Center – Equestrian Center – 905 Arlington Drive, Costa Mesa, CA 92626

RENTER AGREES:

1. That the term of this Agreement is from June 23, 2023 through December 31, 2023.
2. Renter (Boarder or Trainer) rents from District, and District agrees to provide boarding and livestock services and facilities to Boarder for one or more of Boarder's horses at District's customary rates and charges. District's customary rates and charges are set forth in the Schedule of Fees (Exhibit W) in effect on the date of this Agreement, and that Schedule of Fees is incorporated herein by reference. District reserves the right to change its customary charges on 30 days' notice. Renter agrees to pay all charges for board and other goods and livestock services at District's then current rate. This is a month-to-month agreement which may be terminated by either party on 30 days' written notice, subject to the provisions of #8 and #9 or Rental Agreement.
3. Monthly board for each horse boarded, stall, feed, office, tack room, locker, and/or trailer parking shall be paid in advance and those charges are due on the 1st day of each month. Renter will receive an itemized statement of the monthly charges and may opt for paperless billing in lieu of receiving paper statements. All such charges, and all other charges for livestock goods and services provided hereunder and for use of District's facilities are payable on the first day of each month for the preceding month. Checks should be made payable to the "OC Fair & Event Center". All charges not paid in full by the 7th of any month shall be delinquent, and a late payment penalty of \$3.00 per day will accrue beginning the 8th day of the month. A minimum two weeks' notice is required before moving any horse from the District, and no horse shall leave the District until all charges are paid in full. There shall be no exceptions to this payment policy without prior arrangements with District management.
4. Renter must provide proof of insurance. Insurance requirements can be found in Exhibit B.
5. Any costs or expenses associated with damage to the facility, unless normal wear and tear, caused either directly or indirectly by renter, his or her affiliates, including any employees, assistants, agents, family members, or guests will be the sole responsibility of the renter.
6. Due to office/facility space limitations, OC Fair will not be accepting any mail or serve as a clearinghouse for users of the equestrian center property. Please make arrangements to have personal mail/packages delivered to your home, PO Box, etc.
7. Boarding of horse(s) and use of District facilities and livestock services shall be subject to these General Rules and Regulations in addition to the other terms and conditions herein. District may, at its discretion, change these General Rules and Regulations from time to

time, and Renter agrees to be bound by and observe the General Rules and Regulations as they may, from time to time, be published by District.

- a) The District facilities are for the use of renter and their affiliates, including any employees, assistants, agents, students, family members and guests. Renter shall be solely responsible for the direction, conduct, and control of all affiliates, including any employees, assistants, agents, students, family members and guests. Renter assumes full and sole responsibility for the payment of all wages, benefits, and expenses, in addition to any other obligation owed to his or her employees, assistants, agents, students or other outside service provider. District reserves the right to refuse admittance of renters' affiliates, including any employees, assistants, agents, students, family members and guests, and require them to leave the District premises if their conduct does not conform to these General Rules and Regulations and good social behavior. Disregard or violation of these General Rules and Regulations may, at District's discretion, result in the immediate expulsion of the renters' affiliates, including any employees, assistants, agents, family members and guests. When renter and any affiliates, including any employees, assistants, agents, family members and guests enters the District grounds, renter assumes responsibility for injury to self, affiliates, including any employees, assistants, agents, family members, guests and horse. Because of the unpredictable nature of the large and strong animal you have chosen to associate with, your safety from injury cannot be assured. Therefore, with respect to these obvious and clear dangers, any horse can kick, bite, bolt, and run, thus subjecting you to injury from your and others' horses, unless you remain constantly alert to these and all other hazards while on District grounds.
- b) All renters' affiliates, including any employees, assistants, agents, students, family members and guests shall observe and practice good social behavior. Theft, use of alcohol or narcotics, flagrant damage of or destruction of District property or renter's property, abuse of animals, physical or verbal abuse of other renters, staff or contractors, or violation of any term or condition of this Agreement, including the General Rules and Regulations, may result, at District's discretion, in immediate expulsion from the District. In such event, renter's horse will be maintained until Renter makes other arrangements for its care, and any refund due will be made on a pro-rated basis. District and its managers and employees shall have the sole discretion and authority to interpret and enforce the provisions of this Agreement.
- c) Facility Use Rules
Renter shall comply at all times with the following facility use rules:
 - 1. Trotting or running horses will not be permitted outside of an arena.
 - 2. Minor children must be kept under constant supervision of parent or guardian.
 - 3. For safety, no riding double.
 - 4. No glass containers will be allowed on grounds.
 - 5. Renter may clean stalls before or after the daily cleaning, but shall deposit material in one of the corners of the stall for convenient removal at the next cleaning.

6. For everyone's safety, horses should not be ridden with just a halter. Please use headstall with proper control devices.
7. No stallions are allowed on the property.
8. No dogs are allowed on the property.
9. Speed limit on District premises is 5 miles per hour in all driveways and parking lots. All vehicles must be parked in designated parking areas.
10. No smoking/vaping is permitted in the equestrian center facility.
11. Pick up all manure dropped while grooming, washing or walking your horse(s) around the barn areas immediately. Any manure pullings should be swept up and disposed of in the trash receptacles.

d) Arena Rules

12. When entering an arena, a rider should make sure they are seen and wait for a break in the traffic to enter.
13. Horses or riders who are obviously inexperienced or are having difficulty deserve the right-of-way and lots of space. Cut across the arena or circle accordingly. When overtaking someone from behind, pass them wide, about a horse length away, more if the horse is obviously upset by your move. When meeting someone head on, pass left hand to left hand, or on the right as you would in a car. Again, pass at a comfortable distance.
14. Do not stop on the rail for anything except schooling, and then, not for long periods of time. As a general rule, faster traffic should pass to the inside track, slower horses on the outside track (the rail).
15. Riders under the age of eighteen (18) must wear a helmet that meets the American Society of Testing and Materials (ASTM) standards (or any other nationally recognized standard for equine helmets) which is properly fitted and fastened securely upon the rider's head by a strap when riding horses. No jumping at any time without protective headgear, shoes with heels, and full tack. Be aware of horses on course and anticipate their direction of travel. Do not stand or sit on or near the arena rails.
16. Rules for each arena are posted at each arena entrance. The course may be changed or jump poles relocated. Arena is to be returned to its original position as soon as renter is finished. Any pole or standard dislocated shall be replaced immediately. Horses are not to be turned out in these arenas.

e) Tack Rooms/Office Space Rules

17. No space heaters allowed in any tack room/office space.
18. No overnight stays allowed.
19. No modifications of any kind can be done without the expressed written consent of the District.
20. Renters are responsible for their own equipment and the general order of their tack room/office space.
21. Do not stack items in and around the aisle ways. Please make sure all your personal items are out of the way of others and clear from horses.

22. Trash should be placed in designated waste bins.

23. Renters with Tack Room/Office Space must comply with all California State Fire Codes.

f) Barn Aisles

24. Feed and tack must be in a container and the containers must be kept in good shape.

25. Feed and tack containers must conform to the following standards:

- No items may extend more than 34 inches from the stall.

26. No writing on any of the feeders or stalls. If there is a need to have notes for trainers, groomers, etc., please use a small dry-erase board.

g) Hot Walkers

27. Renter shall limit the use of hot walkers to one-half hour. Renter shall be respectful of, and use courtesy, when other renters are waiting. No horse shall be left on a non-moving hot walker.

h) Wash Racks

28. Wash racks are provided as a courtesy to Renters on an "as available, first-come, first-served" basis. User shall shut off the valve when finished. Drying of horses on the wash rack is not permitted when others are waiting.

i) Horse Shoeing

29. All shoeing, trimming and resets will be done in the shoeing racks only. There are no exceptions without prior arrangements with District management.

j) Trailers

30. Due to a limited number of parking spots on District property, renters may not store their trailers on District property unless a parking spot and permit are assigned to them by District. A monthly charge will be assessed for any trailer stored on District property as set forth in the current Schedule of Fees (Exhibit W). District does not accept liability for any theft or damage to trailers.

k) Possessory Lien

31. Renter acknowledges that, pursuant to Civil Code Sections 3080-3080.22, District shall have a lien on your horse(s) for money which may become due for providing livestock services. Pursuant to this statutory lien, District has the right to take possession and control of the horse(s) for the purpose of securing the obligation to pay board fees. Other charges for livestock services shall continue during District's possession, even though you may be refused access to or use of the horse(s), and that District has the right to sell your horse(s) to satisfy its lien and for costs of sale.

1) Security Deposit

32. Security deposits are required for new renters effective April 15, 2023.

33. The security deposit may be used for the purpose of repairing damage for which the tenant is responsible (beyond normal wear and tear), outstanding feed bills, etc. The tenant shall conduct a pre move-out inspection of the stall(s) BEFORE moving out at which time management shall inform the tenant of needed repairs in writing. The tenant shall have the right to make any repairs identified at the pre-move out inspection at his/her expense before the move out date without deduction from the security deposit. Within 30 days, management shall return the deposit. If any deductions are made, management shall provide the tenant with a itemized statement of expenses and receipts for cleaning or repairs for which deductions were made from deposit.

34. Security deposit requirements are as follows:

TYPE	DEPOSIT REQUIRED
1 horse	Equal to 1 month's rent (Based on stall size. For example, if a horse will be boarded in a 12' x 12' stall, deposit shall be \$644).
2 to 5 horses	Equal to 1 month's rent (Based on stall size. For example, if 1 horse will be boarded in a 12' x 12' stall, and another will be boarded in a double stall 12' x 24', then deposit shall be \$644+\$1,023=\$1,667). Capped at deposit on 2 horses (based on larger stall size).
6+ horses	Equal to 1 month's rent on full stall rate deposit capped on first 2 horses boarded (based on larger stall size). 20% deposit will be required on any additional stalls (based on stall size). For example, if 10 horses will be boarded, and you require two double stalls (12' x 24') and 8 single stalls (12' x 12'), deposit would be \$1,023+\$1,023+\$1,030.40 (20% deposit on other 8, 12' x 12' stalls)=\$3,076.40
Tack Room	Equal to 1 month's rent (\$358)
Locker	Equal to 1 month's rent (based on locker size)

DISTRICT AGREES:

1. To provide equestrian center office hours which will be as follows: Monday through Saturday, from 8:30 a.m. to 5:00 p.m., and 8:30 a.m. to 12:30 p.m. on Sundays. The office will be closed on holidays.
2. Allow use of the equestrian center facilities between 6 a.m. and 10 p.m. All outside arena lights will be turned off at 10 p.m. For after hour emergencies, please call District Public Safety at 714-708-1588.
3. Provide entry to the Equestrian Center property through Gate 9, off Arlington Drive. Should Gate 9 need to be closed, Renter will be provided with alternate Gate access for entry.
4. To provide parking pass(es) to Renter. During the annual OC Fair, due to tighter parking access/restrictions, special parking passes will be issued to Renter.
5. To provide services (through outside Contractor) for Animal Feeding, Box Stall Cleaning and Arena Maintenance. The current Schedule of Fees will reflect the type of feed available and the associated cost (Exhibit W). Renter must notify District management and make appropriate arrangements for any adjustment in feeding.

California Fair Services Authority

EXHIBIT B**INSURANCE REQUIREMENTS****I. Evidence of Coverage**

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**
3. Coverages:
 - a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: **\$5,000,000 per occurrence** for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **\$5,000,000 per occurrence** for the following types of Motorized Events: automobile races, drifting exhibitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, enduro, pro stock; **\$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races; **\$3,000,000 per occurrence** for Rodeo Events all types **with a paid gate** and any Rough Stock events; **\$2,000,000 per occurrence** for Rodeo Events All Types **without a paid gate** and with any Rough Stock events and for Swap

Meets/Flea Markets held two or more times per calendar year; **\$2,000,000 per occurrence** for the following Motorized events: car jumping contests/demonstrations of hydraulic modifications to automobiles; **\$2,000,000 per occurrence** for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the contractor/renter's activities, or business to be conducted under the contract or rental agreement/lease, must be listed in the Certificate of Insurance. If there is a self-insured retention or deductible in the contractor/renter's coverage equal to or in excess of \$100,000, the self-insured retention/deductible amount shall be included as part of the Certificate of Insurance. A copy of the contractor/renter's policy declaration page containing this information as an attachment/exhibit to the Certificate of Insurance will be acceptable, provided it contains all the aforementioned information.

- b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.
 - c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.
 - d. Medical Malpractice - Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.
 - e. Liquor Liability - Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.
4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.
 5. Certificate Holder:
 - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
 - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.
7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

- B. CFSA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

- C. Master Certificates - A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

- D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.
2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.
3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from

contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

4. **Certified Copies of Policies** - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.
2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.
3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.
4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

STANDARD CONTRACT TERMS AND CONDITIONS (F-31, RENTAL AGREEMENT)**1. National Labor Relations Board (PCC Section 10296)**

Contractor, by signing this contract, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against contractor within the immediately preceding two-year period because of the contractor's failure to comply with an order of a Federal Court which orders the contractor to comply with an order of National Labor Relations Board (Public Contract Code Section 10296).

2. Resolution of Contract Disputes (PCC 10240.5, 10381)

If, during the performance of this agreement, a dispute arises between contractor and Fair Management, which cannot be settled by discussion, the contractor shall submit a written statement regarding the dispute to Fair Management. A decision by Fair Management shall be made to the Contractor in writing, and shall be final and conclusive. Contractor shall continue to perform contract requirements without interruption during the dispute period.

3. Non-Discrimination Clause

During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

4. Amendment (GC 11010.5)

Contract modification, when allowable, may be made by formal amendment only.

5. Assignment

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

6. Termination

The State reserves the right to terminate any contract, at any time, upon order of the Board of Directors by giving the contractor notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the fair of any further payments, obligations, and/or performances required in the terms of the contract.

Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

SCTC, F-31 (revised 10/01)

7. Governing Law

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

8. Conflict of Interest (PCC 10410, 10411, 10420)

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (PCC 10410):

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (PCC 10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service. If

Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420).

9. Contractor Name Change

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

10. Air or Water Pollution Violation (WC 13301)

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

State of California Division of Fairs & Exposition SCTC, F-31 (revised 12/19)

EXHIBIT E

NOISE ORDINANCE:

A general awareness of all OC Fair & Event Center sound systems is important to understand the critical task of maintaining sound levels within a specific window for all areas in order to minimize the overall impact of sound from the OC Fair on surrounding neighborhoods.

OC Fair sound systems will have strict sound control measures in place.

ALL dB references are measured as FLAT response, NOT 'A' weighted. This applies to all dB levels referenced herein.

The OC Fair has a noise injunction specifically applied to the Pacific Amphitheatre. However, this applies to all events.

The injunction states that at a distant house (547 Serra Way) the level must not exceed 55 dB. The house is approximately 2,000 feet from the Grandstand Arena. The injunction applies to all sound emanating from the OC Fair, DURING Fair time.

For all year round events taking place outside of fair time, there is a 5 dB reduction in maximum levels. In other words, the 55 dB maximum is reduced to a 50 dB maximum.

There is a strict 10:00 p.m. curfew in effect unless an extension of curfew is approved in writing by the CEO or COO of the 32nd District Agricultural Association (District) prior to the event.

GENERAL SOUND LEVEL GUIDELINES, APPLIED TO ALL AREAS:

NOTE: outside of fair, all references to 55 db are lowered to 50 dB.

- 1) Maximum, broadband (20 Hz to 15 KHz) noise level, measured at FOH, will not exceed peaks of 92 dB under any circumstances.
- 2) Behind the stage, measured at noise level will not exceed peaks of 70 dB under any circumstances. This includes direct FOH system energy, stage monitors, backline equipment and any reflected energy from the surrounding buildings.
- 3) Note that the objective is to keep SPL at or below 55 dB in ALL areas where houses are located.
- 4) Any combination of 1 or 2 above resulting in noise levels exceeding 55 dB in surrounding neighborhoods must result in a lowering of level until the level in the neighborhood is within compliance.

IN SUMMARY:

NOTE: outside of fair, all references to 55 db are lowered to 50 dB.

- 1) No more than 55 dB in any area where a home is located.
- 2) No more than 70 dB behind stages.
- 3) No more than 92 dB at FOH.
- 4) If any combination of the above results in greater than 55 dB in any area where housing is located, levels will be immediately decreased until compliance is met.

Measurements will be taken during each event to insure that the level is at or below an average of 92 dB at FOH, 70 dB at the rear of the stage.

Every effort will be taken by the Contractor to insure that the noise ordinance is strictly adhered to.

- 1) In all cases, apply reasonable care to:
 - a) Not interfere with surrounding vendors activities.
 - b) Maintain a level reasonably consistent with the program material and audience size to be covered.
 - c) At no time will the audio level exceed 90 dB 50 feet from the audio system.
 - d) If speakers are in close proximity to audience members, sound level 10 feet from speakers will not exceed 85 dB.
 - e) The Noise Injunction is to be respected and adhered to at all times.

2) Contractor is specifically responsible for insuring compliance as indicated herein.

3) Contractor will respond to requests from District personnel to reduce levels as required.



Exhibit F - Assembly Bill 1499

If you haven't already heard, the California Legislature enacted Assembly Bill 1499 (AB 1499). The bill became effective July 1, 2018 and requires retailers (commercial exhibitors/vendors, merchants, concessionaires, etc) who make sales of tangible personal property at a California state-designated fairground to separately report the sales amount on their Sales and Use Tax Return. The OC Fair & Event Center (OCFEC) is a California state-designated fairground. When you operate at the OCFEC as well as at other state-designated fairgrounds, on-premises sales that you and/or your vendors generate are to be reported separately for each specific fairground.

Please note that AB 1499 does not impact current state and local sales tax charged in Orange County or in other California locales. It does, however, direct the California Department of Tax and Fee Administration (CDTFA) to reallocate $\frac{3}{4}$ of 1% of the total amount of reported gross receipts and to appropriate these monies to the Fair and Exposition Fund for specified fairground operational and infrastructure needs projects. This funding contributes to upgraded fairground facilities that will help event producers and vendors grow their businesses.

Below are links to helpful information on how this may affect you and your vendors.

Please take the time to read through the information and pass along to all of your vendors who will be on OC Fair and Event Center property for your upcoming event.

If you or your vendors have any questions, please contact the California Department of Tax and Fee Administration's customer service line at 1-800-400-7115. Representatives are available Monday - Friday (except state holidays), from 8:00 a.m. to 5:00 p.m. (Pacific time).

California Department of Tax and Fee Administration
<http://www.cdtfa.ca.gov/industry/state-fairgrounds.htm>

California Legislative Information
http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201720180AB1499

Westerns Fairs Association
<https://www.westernfairs.org/p/members/subsidiaries/cfa/ab1499>

Thank you for being a valued part of the OCFEC's Year Round Event Program and ensuring that all of your participating retailers are aware of and in compliance with AB 1499. We look forward to your upcoming events.



EXHIBIT V

COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

1. **Scope.** As a result of the worldwide COVID-19 pandemic, the 32nd District agricultural Association (OCFEC) implemented numerous essential protocols and procedures to protect OCFEC staff, renters, event promoter/producer employees, exhibitors, vendors, contractors, subcontractors, volunteers and members of the public. These protocols and procedures do not supersede or replace any existing orders issued by local governments, the State of California or the Federal Government. The protocol and procedure guidelines (COVID-19 Guidelines) apply equally to all organizations and persons doing business on OCFEC property, both public and private, and all event types, commercial, trade or other, hosted at the OCFEC.
2. **Sick, elderly and vulnerable persons.** Anyone who feels sick should remain at home. In addition, high-risk persons who are over 65 years of age, or anyone with chronic illness or underlying medical conditions, should continue to follow recommendations to stay at home and limit public interaction.
3. **Physical Distancing in the Workplace.** Physical distancing of a minimum of six (6) feet should be maintained between customer-facing employees and the general public, and – to the extent practical – between employees in the field or at employee workstations. Where isolation of employees in the field or at employee workstations is impractical, face coverings must be worn without exception.
4. **Handwashing, Personal Protective Equipment, and Testing.** Renters, event promoters, event producers, exhibitors, vendors, and their respective contractors, subcontractors and volunteers (collectively, “Business Partners”) conducting business at the OCFEC must require all customer-facing employees to either wash their hands or use hand sanitizer every thirty minutes, or wear disposable gloves which are to be changed as frequently as specified by guidelines established for each applicable job assignment. Face coverings must be provided to all employees.

Before starting a shift, all OCFEC employees and all Business Partner employees, must have their temperatures taken and documented, and individual(s) will not be permitted to remain at work if the temperature reading exceeds 100.4 degrees (°) Fahrenheit. Affected individual(s) may only return to work after registering and documenting their temperature reading below 100.4° Fahrenheit for seventy-two (72) consecutive hours.

All OCFEC event attendees, before entering OCFEC premises, must have their temperatures taken and documented. Any OCFEC event attendee with a temperature reading above 100.4° Fahrenheit will not be permitted to attend the event and will be required to immediately leave the OCFEC premises. Paid admission/parking fee refunds will be subject to processing schedule.

All competitive professional and amateur sports participants, including youth sports participants, must be tested for COVID-19 at least one (1) week before the date of the

scheduled competition, and will not be permitted to compete if the intended participant tests positive for COVID-19. If the intended participant tests positive for COVID-19, he/she will not be allowed to participate in any activities at the OCFEC until after (i) receiving a negative result on a subsequent COVID-19 test and (ii) satisfying the specified 14-day (or otherwise governmentally specified) COVID-19 quarantine period.

OCFEC Business Partners should make every effort to limit physical touch points at their respective places of business, including at the OCFEC. All OCFEC event promoters must significantly increase frequency of sanitation and disinfection measures at all workstations and equipment that come into contact with OCFEC employees and the general public. All OCFEC Business Partners must assess and identify the frequency of necessary sanitation and disinfection practices, and will review and agree upon a sanitation and disinfection schedule with the OCFEC.

Face coverings and disposable gloves must be worn by all OCFEC Business Partner customer-facing employees. All OCFEC event attendees and visitors must wear appropriate face coverings. Physical barriers, if available, are preferred but not required as the general public will make the personal decision of whether to attend an event at the OCFEC and/or patronize an OCFEC Business Partner. For the benefit of the public, OCFEC employees and Business Partner employees, handwashing or hand sanitizing should be done as soon as possible following the handling of materials that come in contact with the general public.

5. **Event Attendance Limitations.** Attendance at all OCFEC events, including all move-in and move-out activities, must be limited at any given time, to no more than the current maximum attendance levels permitted by all applicable local and state orders or laws.

OCFEC Business Partners must establish and actively enforce measures to monitor and ensure attendance limitation compliance. If an OCFEC Business Partner fails to comply with event attendance limitations, the OCFEC in its sole and absolute discretion may cancel the event without notice and refer the matter to local law enforcement.

6. **OCFEC Business Partner Compliance.** OCFEC Business Partners shall make every effort to assure compliance with COVID-19 related mitigation requirements. If an OCFEC Business Partner fails to comply with these COVID-19 Guidelines, the OCFEC in its sole and absolute discretion may close non-compliant event spaces, exhibitor spaces or other such rental spaces, or may cancel the event without notice and refer the matter to local law enforcement.
7. **Covid-19 Release and Waiver of Liability.** As consideration for being permitted to conduct event activities at the OCFEC, OCFEC Business Partners must acknowledge and agree to all COVID-19 Pandemic and related governmental orders, directives and guidelines, and forever release the 32nd District Agricultural Association, the State, California Fair Services Authority ("CFSA"), the County, the Lessor, and any fair affiliated organization, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner's employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs,

distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner's participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.

8. **Event Organization Protocols.** Each OCFEC Business Partner must submit event organization-specific COVID-19 related infection mitigation protocols and procedures for OCFEC review and approval no later than thirty (30) days before the event's scheduled move-in date. The OCFEC reserves the right to reject any protocols and procedures that are in conflict with, or are less stringent than, the COVID-19 Guidelines. If the OCFEC rejects the OCFEC Business Partner's COVID-19 related infection mitigation protocols and procedures, the OCFEC Business Partner must resubmit revised infection mitigation protocols and procedures for review no less than fifteen (15) days before the event's scheduled move-in date. If OCFEC Business Partner fails to submit the COVID-19 related infection mitigation protocols and procedures on time, the OCFEC in its sole and absolute discretion may terminate the agreement and cancel the event without notice.
9. **Further Action as Necessary.** The OCFEC reserves the right to modify these COVID-19 Guidelines as circumstances warrant. Specifically, the OCFEC recognizes that additional restrictions not reflected in these guidelines may be necessary to address the health and safety of certain populations depending upon their age or underlying health concerns, or otherwise to address medical issues as they arise.

I HAVE CAREFULLY READ THIS AGREEMENT EXHIBIT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A CONTRACTUAL AGREEMENT BETWEEN MYSELF AND THE 32ND DISTRICT AGRICULTURAL ASSOCIATION, THE STATE, CFSA, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

06/21/2023 | 13:57:56 PDT

Executed on _____, 20____.

OCFEC BUSINESS PARTNER

ANDREA MUMMA

Signature

2043 continental ave

Address

Address



Exhibit W

EQUESTRIAN CENTER SCHEDULE OF FEES (Effective June 1, 2023 for current tenants. Rates apply to any NEW incoming tenants.)*		
Type	Fee	Occurrence
12' x 12' Box Stall (shavings included)	\$644	Monthly
Double Stall (12' x 24') (shavings included)	\$1,023	Monthly
Office or Tack Room	\$358	Monthly
Trailer Parking	\$138	Monthly
*Stalls are cleaned daily and are fully bedded with shavings.		

LOCKER FEES**		
Type	Fee	Occurrence
Locker, Large	\$220	Monthly
Locker, Small	\$110	Monthly
Locker	\$17	Monthly
Locker, Big	\$44	Monthly
**Locker availability is limited.		

FEED PRICES*** (Effective February 1, 2023)	
Type	Fee (per portion per month)
Alfalfa	\$70.00
Orchard	\$88.00
Timothy	\$88.00
Bermuda	\$72.00
Cubes	\$50.00
Horses are fed twice daily.	

Examples:

- Box stall feeding 2 flakes of alfalfa in the morning and 1 flake of alfalfa in the evening.
 $\$644 + \$70 + \$70 + \$70 = \$854$ (3 portions of feed per month)
- Box stall feeding 2 flakes of timothy in the morning and 1 bucket of cubes in the evening.
 $\$644 + \$88 + \$88 + \$50 = \$870$ (3 portions of feed per month)

Any fraction of a portion will be charged as 1 portion.

***Please note that feed prices are subject to change based on fuel prices, market fluctuations and/or unforeseen economic circumstances.

RELEASE AND WAIVER OF LIABILITY AGREEMENT

ANDREA MUMMA

I, _____ (“Participant”), acknowledge that I have voluntarily applied to participate in the following activities at _____ OC _____ Fair (the “Fair”):

Horse riding and all related activities including, but not limited to, lessons, training, practices, Plexercise of any horses, or any other equestrian related activity involving instruction, guidance or direction by any individual, licensed or unlicensed, whether for compensation or not.

I AM AWARE THAT THESE ACTIVITIES ARE HAZARDOUS ACTIVITIES AND THAT I COULD BE SERIOUSLY INJURED OR EVEN KILLED. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN.

AM

I verify this statement by placing my initials here: _____

Parent or Guardian’s initials (if under 18): _____

As consideration for being permitted by the Fair, the State of California (“State”), the County of _____ Orange _____ (the “County”), and any lessor of the fair premises (“Lessor”), to participate in these activities and use the Fair premises and facilities, **I forever release the Fair, the State, the County, the Lessor, any fair affiliated organization, and their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively “Releasees”) from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) my participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, (iii) the negligence of any trainer or instructor involved in the abovementioned activities, or (iv) the condition of the premises where these activities occur, whether or not I am then participating in the activities.** I also agree that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives will not make a claim against, sue, or attach the property of any Releasee in connection with any of the matters covered by the foregoing release.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE FAIR, THE STATE, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

06/21/2023 | 13:57:56 PDT

Executed at _____ Orange _____, California on _____, 20____.

PARTICIPANT/RELEASOR

ANDREA MUMMA

PARENT OR GUARDIAN

Signature _____
Address: _____

Signature _____
Address: _____

IF YOU ARE UNDER 18 YEARS OF AGE, YOU AND YOUR PARENT OR GUARDIAN MUST SIGN AND INITIAL THIS FORM WHERE INDICATED.

REVIEWED TDDATE **06-09-2023**

FAIRTIME

APPROVED ayINTERIM **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 **Kendall Soto** 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

June 9, 2023 - December 31, 2023

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

See Exhibit A

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

OC Fair Equestrian Center Facility Boarding

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

SEE RATE SHEET (Exhibit W)

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" "V" and "W" 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.**
<https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf>
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.

Kendall Soto

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

By: Kendall Soto Date: 6/19/23
Title: Kendall Soto, Renter

By: Joan Hamill Date: 6.19.23
Title: Joan Hamill, Chief Business Development Officer

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter 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 Premises plot for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.**
3. All buildings, temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and the local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is a food serving concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation. Upon request, Renter must furnish to Association receipts for license fees, tax deposits, insurance, etc., prior to event.
4. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state 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 Premises and privilege provided in the Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
5. Renter will post 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 Agreement; the size of said sign, manner and place of posting to be pre-approved by Association.
6. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises 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 Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
7. All sound-producing devices used by Renter within the Premises must be of such a nature and must be so operated, as not to cause annoyance or inconvenience to patrons or to other Concessionaires or Exhibitors. 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 only by first obtaining written permission thereof from Association.
8. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter shall not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. 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.
9. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the Premises, reasonable wear and tear expected. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
10. Association may provide watchman service, which will provide for reasonable protection of the property of Renters, but Association shall not be responsible for loss or damage to the property of Renter.

11. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature must be removed from the Premises by Renter, at Renter's own expense, upon expiration or early termination of this Agreement. It is understood that in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove all remaining material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.

12. No Renter will be permitted to sell or dispose of anywhere on the Premises alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.

13. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.

14. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such rules and regulations.

15. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days 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.

16. "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)."

17. Renter recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.

18. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times. Association shall have the right to retain a key to the Premises and may enter with at least 24-hour written notice to Renter.

19. The Parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.

20. 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.

21. 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 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.

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 11 of page two.

By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.

EXHIBIT "A"

DATE(S) OF EVENT: June 9, 2023 and ending December 31, 2023

LOCATION(S):

OC Fair & Event Center – Equestrian Center – 905 Arlington Drive, Costa Mesa, CA 92626

RENTER AGREES:

1. That the term of this Agreement is from June 9, 2023 through December 31, 2023.
2. Renter (Boarder or Trainer) rents from District, and District agrees to provide boarding and livestock services and facilities to Boarder for one or more of Boarder's horses at District's customary rates and charges. District's customary rates and charges are set forth in the Schedule of Fees (Exhibit W) in effect on the date of this Agreement, and that Schedule of Fees is incorporated herein by reference. District reserves the right to change its customary charges on 30 days' notice. Renter agrees to pay all charges for board and other goods and livestock services at District's then current rate. This is a month-to-month agreement which may be terminated by either party on 30 days' written notice, subject to the provisions of #8 and #9 or Rental Agreement.
3. Monthly board for each horse boarded, stall, feed, office, tack room, locker, and/or trailer parking shall be paid in advance and those charges are due on the 1st day of each month. Renter will receive an itemized statement of the monthly charges and may opt for paperless billing in lieu of receiving paper statements. All such charges, and all other charges for livestock goods and services provided hereunder and for use of District's facilities are payable on the first day of each month for the preceding month. Checks should be made payable to the "OC Fair & Event Center". All charges not paid in full by the 7th of any month shall be delinquent, and a late payment penalty of \$3.00 per day will accrue beginning the 8th day of the month. A minimum two weeks' notice is required before moving any horse from the District, and no horse shall leave the District until all charges are paid in full. There shall be no exceptions to this payment policy without prior arrangements with District management.
4. Renter must provide proof of insurance. Insurance requirements can be found in Exhibit B.
5. Any costs or expenses associated with damage to the facility, unless normal wear and tear, caused either directly or indirectly by renter, his or her affiliates, including any employees, assistants, agents, family members, or guests will be the sole responsibility of the renter.
6. Due to office/facility space limitations, OC Fair will not be accepting any mail or serve as a clearinghouse for users of the equestrian center property. Please make arrangements to have personal mail/packages delivered to your home, PO Box, etc.
7. Boarding of horse(s) and use of District facilities and livestock services shall be subject to these General Rules and Regulations in addition to the other terms and conditions herein. District may, at its discretion, change these General Rules and Regulations from time to

time, and Renter agrees to be bound by and observe the General Rules and Regulations as they may, from time to time, be published by District.

- a) The District facilities are for the use of renter and their affiliates, including any employees, assistants, agents, students, family members and guests. Renter shall be solely responsible for the direction, conduct, and control of all affiliates, including any employees, assistants, agents, students, family members and guests. Renter assumes full and sole responsibility for the payment of all wages, benefits, and expenses, in addition to any other obligation owed to his or her employees, assistants, agents, students or other outside service provider. District reserves the right to refuse admittance of renters' affiliates, including any employees, assistants, agents, students, family members and guests, and require them to leave the District premises if their conduct does not conform to these General Rules and Regulations and good social behavior. Disregard or violation of these General Rules and Regulations may, at District's discretion, result in the immediate expulsion of the renters' affiliates, including any employees, assistants, agents, family members and guests. When renter and any affiliates, including any employees, assistants, agents, family members and guests enters the District grounds, renter assumes responsibility for injury to self, affiliates, including any employees, assistants, agents, family members, guests and horse. Because of the unpredictable nature of the large and strong animal you have chosen to associate with, your safety from injury cannot be assured. Therefore, with respect to these obvious and clear dangers, any horse can kick, bite, bolt, and run, thus subjecting you to injury from your and others' horses, unless you remain constantly alert to these and all other hazards while on District grounds.
- b) All renters' affiliates, including any employees, assistants, agents, students, family members and guests shall observe and practice good social behavior. Theft, use of alcohol or narcotics, flagrant damage of or destruction of District property or renter's property, abuse of animals, physical or verbal abuse of other renters, staff or contractors, or violation of any term or condition of this Agreement, including the General Rules and Regulations, may result, at District's discretion, in immediate expulsion from the District. In such event, renter's horse will be maintained until Renter makes other arrangements for its care, and any refund due will be made on a pro-rated basis. District and its managers and employees shall have the sole discretion and authority to interpret and enforce the provisions of this Agreement.
- c) Facility Use Rules
Renter shall comply at all times with the following facility use rules:
 - 1. Trotting or running horses will not be permitted outside of an arena.
 - 2. Minor children must be kept under constant supervision of parent or guardian.
 - 3. For safety, no riding double.
 - 4. No glass containers will be allowed on grounds.
 - 5. Renter may clean stalls before or after the daily cleaning, but shall deposit material in one of the corners of the stall for convenient removal at the next cleaning.

6. For everyone's safety, horses should not be ridden with just a halter. Please use headstall with proper control devices.
7. No stallions are allowed on the property.
8. No dogs are allowed on the property.
9. Speed limit on District premises is 5 miles per hour in all driveways and parking lots. All vehicles must be parked in designated parking areas.
10. No smoking/vaping is permitted in the equestrian center facility.
11. Pick up all manure dropped while grooming, washing or walking your horse(s) around the barn areas immediately. Any manure pullings should be swept up and disposed of in the trash receptacles.

d) Arena Rules

12. When entering an arena, a rider should make sure they are seen and wait for a break in the traffic to enter.
13. Horses or riders who are obviously inexperienced or are having difficulty deserve the right-of-way and lots of space. Cut across the arena or circle accordingly. When overtaking someone from behind, pass them wide, about a horse length away, more if the horse is obviously upset by your move. When meeting someone head on, pass left hand to left hand, or on the right as you would in a car. Again, pass at a comfortable distance.
14. Do not stop on the rail for anything except schooling, and then, not for long periods of time. As a general rule, faster traffic should pass to the inside track, slower horses on the outside track (the rail).
15. Riders under the age of eighteen (18) must wear a helmet that meets the American Society of Testing and Materials (ASTM) standards (or any other nationally recognized standard for equine helmets) which is properly fitted and fastened securely upon the rider's head by a strap when riding horses. No jumping at any time without protective headgear, shoes with heels, and full tack. Be aware of horses on course and anticipate their direction of travel. Do not stand or sit on or near the arena rails.
16. Rules for each arena are posted at each arena entrance. The course may be changed or jump poles relocated. Arena is to be returned to its original position as soon as renter is finished. Any pole or standard dislocated shall be replaced immediately. Horses are not to be turned out in these arenas.

e) Tack Rooms/Office Space Rules

17. No space heaters allowed in any tack room/office space.
18. No overnight stays allowed.
19. No modifications of any kind can be done without the expressed written consent of the District.
20. Renters are responsible for their own equipment and the general order of their tack room/office space.
21. Do not stack items in and around the aisle ways. Please make sure all your personal items are out of the way of others and clear from horses.

- 22. Trash should be placed in designated waste bins.
- 23. Renters with Tack Room/Office Space must comply with all California State Fire Codes.

f) Barn Aisles

- 24. Feed and tack must be in a container and the containers must be kept in good shape.
- 25. Feed and tack containers must conform to the following standards:
 - No items may extend more than 34 inches from the stall.
- 26. No writing on any of the feeders or stalls. If there is a need to have notes for trainers, groomers, etc., please use a small dry-erase board.

g) Hot Walkers

- 27. Renter shall limit the use of hot walkers to one-half hour. Renter shall be respectful of, and use courtesy, when other renters are waiting. No horse shall be left on a non-moving hot walker.

h) Wash Racks

- 28. Wash racks are provided as a courtesy to Renters on an "as available, first-come, first-served" basis. User shall shut off the valve when finished. Drying of horses on the wash rack is not permitted when others are waiting.

i) Horse Shoeing

- 29. All shoeing, trimming and resets will be done in the shoeing racks only. There are no exceptions without prior arrangements with District management.

j) Trailers

- 30. Due to a limited number of parking spots on District property, renters may not store their trailers on District property unless a parking spot and permit are assigned to them by District. A monthly charge will be assessed for any trailer stored on District property as set forth in the current Schedule of Fees (Exhibit W). District does not accept liability for any theft or damage to trailers.

k) Possessory Lien

- 31. Renter acknowledges that, pursuant to Civil Code Sections 3080-3080.22, District shall have a lien on your horse(s) for money which may become due for providing livestock services. Pursuant to this statutory lien, District has the right to take possession and control of the horse(s) for the purpose of securing the obligation to pay board fees. Other charges for livestock services shall continue during District's possession, even though you may be refused access to or use of the horse(s), and that District has the right to sell your horse(s) to satisfy its lien and for costs of sale.

l) Security Deposit

32. Security deposits are required for new renters effective April 15, 2023.

33. The security deposit may be used for the purpose of repairing damage for which the tenant is responsible (beyond normal wear and tear), outstanding feed bills, etc. The tenant shall conduct a pre move-out inspection of the stall(s) BEFORE moving out at which time management shall inform the tenant of needed repairs in writing. The tenant shall have the right to make any repairs identified at the pre-move out inspection at his/her expense before the move out date without deduction from the security deposit. Within 30 days, management shall return the deposit. If any deductions are made, management shall provide the tenant with a itemized statement of expenses and receipts for cleaning or repairs for which deductions were made from deposit.

34. Security deposit requirements are as follows:

TYPE	DEPOSIT REQUIRED
1 horse	Equal to 1 month's rent (Based on stall size. For example, if a horse will be boarded in a 12' x 12' stall, deposit shall be \$644).
2 to 5 horses	Equal to 1 month's rent (Based on stall size. For example, if 1 horse will be boarded in a 12' x 12' stall, and another will be boarded in a double stall 12' x 24', then deposit shall be \$644+\$1,023=\$1,667). Capped at deposit on 2 horses (based on larger stall size).
6+ horses	Equal to 1 month's rent on full stall rate deposit capped on first 2 horses boarded (based on larger stall size). 20% deposit will be required on any additional stalls (based on stall size). For example, if 10 horses will be boarded, and you require two double stalls (12' x 24') and 8 single stalls (12' x 12'), deposit would be \$1,023+\$1,023+\$1,030.40 (20% deposit on other 8, 12' x 12' stalls)=\$3,076.40
Tack Room	Equal to 1 month's rent (\$358)
Locker	Equal to 1 month's rent (based on locker size)

DISTRICT AGREES:

1. To provide equestrian center office hours which will be as follows: Monday through Saturday, from 8:30 a.m. to 5:00 p.m., and 8:30 a.m. to 12:30 p.m. on Sundays. The office will be closed on holidays.
2. Allow use of the equestrian center facilities between 6 a.m. and 10 p.m. All outside arena lights will be turned off at 10 p.m. For after hour emergencies, please call District Public Safety at 714-708-1588.
3. Provide entry to the Equestrian Center property through Gate 9, off Arlington Drive. Should Gate 9 need to be closed, Renter will be provided with alternate Gate access for entry.
4. To provide parking pass(es) to Renter. During the annual OC Fair, due to tighter parking access/restrictions, special parking passes will be issued to Renter.
5. To provide services (through outside Contractor) for Animal Feeding, Box Stall Cleaning and Arena Maintenance. The current Schedule of Fees will reflect the type of feed available and the associated cost (Exhibit W). Renter must notify District management and make appropriate arrangements for any adjustment in feeding.

EXHIBIT B

INSURANCE REQUIREMENTS

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**
3. Coverages:
 - a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: **\$5,000,000 per occurrence** for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **\$5,000,000 per occurrence** for the following types of Motorized Events: automobile races, drifting exhibitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, enduro, pro stock; **\$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races; **\$3,000,000 per occurrence** for Rodeo Events all types **with a paid gate** and any Rough Stock events; **\$2,000,000 per occurrence** for Rodeo Events All Types **without a paid gate** and with any Rough Stock events and for Swap

Meets/Flea Markets held two or more times per calendar year; **\$2,000,000 per occurrence** for the following Motorized events: car jumping contests/demonstrations of hydraulic modifications to automobiles; **\$2,000,000 per occurrence** for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the contractor/renter's activities, or business to be conducted under the contract or rental agreement/lease, must be listed in the Certificate of Insurance. If there is a self-insured retention or deductible in the contractor/renter's coverage equal to or in excess of \$100,000, the self-insured retention/deductible amount shall be included as part of the Certificate of Insurance. A copy of the contractor/renter's policy declaration page containing this information as an attachment/exhibit to the Certificate of Insurance will be acceptable, provided it contains all the aforementioned information.

- b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.
 - c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.
 - d. Medical Malpractice - Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.
 - e. Liquor Liability - Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.
4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.
 5. Certificate Holder:
 - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
 - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.
7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

- B. CFSA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

- C. Master Certificates - A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

- D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.
2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.
3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from

contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

4. **Certified Copies of Policies** - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.
2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.
3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.
4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

STANDARD CONTRACT TERMS AND CONDITIONS (F-31, RENTAL AGREEMENT)**1. National Labor Relations Board (PCC Section 10296)**

Contractor, by signing this contract, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against contractor within the immediately preceding two-year period because of the contractor's failure to comply with an order of a Federal Court which orders the contractor to comply with an order of National Labor Relations Board (Public Contract Code Section 10296).

2. Resolution of Contract Disputes (PCC 10240.5, 10381)

If, during the performance of this agreement, a dispute arises between contractor and Fair Management, which cannot be settled by discussion, the contractor shall submit a written statement regarding the dispute to Fair Management. A decision by Fair Management shall be made to the Contractor in writing, and shall be final and conclusive. Contractor shall continue to perform contract requirements without interruption during the dispute period.

3. Non-Discrimination Clause

During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

4. Amendment (GC 11010.5)

Contract modification, when allowable, may be made by formal amendment only.

5. Assignment

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

6. Termination

The State reserves the right to terminate any contract, at any time, upon order of the Board of Directors by giving the contractor notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the fair of any further payments, obligations, and/or performances required in the terms of the contract.

Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

SCTC, F-31 (revised 10/01)

7. Governing Law

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

8. Conflict of Interest (PCC 10410, 10411, 10420)

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (PCC 10410):

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (PCC 10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service. If

Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420).

9. Contractor Name Change

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

10. Air or Water Pollution Violation (WC 13301)

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

State of California Division of Fairs & Exposition SCTC, F-31 (revised 12/19)

EXHIBIT E

NOISE ORDINANCE:

A general awareness of all OC Fair & Event Center sound systems is important to understand the critical task of maintaining sound levels within a specific window for all areas in order to minimize the overall impact of sound from the OC Fair on surrounding neighborhoods.

OC Fair sound systems will have strict sound control measures in place.

ALL dB references are measured as FLAT response, NOT 'A' weighted. This applies to all dB levels referenced herein.

The OC Fair has a noise injunction specifically applied to the Pacific Amphitheatre. However, this applies to all events.

The injunction states that at a distant house (547 Serra Way) the level must not exceed 55 dB. The house is approximately 2,000 feet from the Grandstand Arena. The injunction applies to all sound emanating from the OC Fair, DURING Fair time.

For all year round events taking place outside of fair time, there is a 5 dB reduction in maximum levels. In other words, the 55 dB maximum is reduced to a 50 dB maximum.

There is a strict 10:00 p.m. curfew in effect unless an extension of curfew is approved in writing by the CEO or COO of the 32nd District Agricultural Association (District) prior to the event.

GENERAL SOUND LEVEL GUIDELINES, APPLIED TO ALL AREAS:

NOTE: outside of fair, all references to 55 db are lowered to 50 dB.

- 1) Maximum, broadband (20 Hz to 15 KHz) noise level, measured at FOH, will not exceed peaks of 92 dB under any circumstances.
- 2) Behind the stage, measured at noise level will not exceed peaks of 70 dB under any circumstances. This includes direct FOH system energy, stage monitors, backline equipment and any reflected energy from the surrounding buildings.
- 3) Note that the objective is to keep SPL at or below 55 dB in ALL areas where houses are located.
- 4) Any combination of 1 or 2 above resulting in noise levels exceeding 55 dB in surrounding neighborhoods must result in a lowering of level until the level in the neighborhood is within compliance.

IN SUMMARY:

NOTE: outside of fair, all references to 55 db are lowered to 50 dB.

- 1) No more than 55 dB in any area where a home is located.
- 2) No more than 70 dB behind stages.
- 3) No more than 92 dB at FOH.
- 4) If any combination of the above results in greater than 55 dB in any area where housing is located, levels will be immediately decreased until compliance is met.

Measurements will be taken during each event to insure that the level is at or below an average of 92 dB at FOH, 70 dB at the rear of the stage.

Every effort will be taken by the Contractor to insure that the noise ordinance is strictly adhered to.

- 1) In all cases, apply reasonable care to:
 - a) Not interfere with surrounding vendors activities.
 - b) Maintain a level reasonably consistent with the program material and audience size to be covered.
 - c) At no time will the audio level exceed 90 dB 50 feet from the audio system.
 - d) If speakers are in close proximity to audience members, sound level 10 feet from speakers will not exceed 85 dB.
 - e) The Noise Injunction is to be respected and adhered to at all times.
- 2) Contractor is specifically responsible for insuring compliance as indicated herein.
- 3) Contractor will respond to requests from District personnel to reduce levels as required.



Exhibit F - Assembly Bill 1499

If you haven't already heard, the California Legislature enacted Assembly Bill 1499 (AB 1499). The bill became effective July 1, 2018 and requires retailers (commercial exhibitors/vendors, merchants, concessionaires, etc) who make sales of tangible personal property at a California state-designated fairground to separately report the sales amount on their Sales and Use Tax Return. The OC Fair & Event Center (OCFEC) is a California state-designated fairground. When you operate at the OCFEC as well as at other state-designated fairgrounds, on-premises sales that you and/or your vendors generate are to be reported separately for each specific fairground.

Please note that AB 1499 does not impact current state and local sales tax charged in Orange County or in other California locales. It does, however, direct the California Department of Tax and Fee Administration (CDTFA) to reallocate $\frac{3}{4}$ of 1% of the total amount of reported gross receipts and to appropriate these monies to the Fair and Exposition Fund for specified fairground operational and infrastructure needs projects. This funding contributes to upgraded fairground facilities that will help event producers and vendors grow their businesses.

Below are links to helpful information on how this may affect you and your vendors.

Please take the time to read through the information and pass along to all of your vendors who will be on OC Fair and Event Center property for your upcoming event.

If you or your vendors have any questions, please contact the California Department of Tax and Fee Administration's customer service line at 1-800-400-7115. Representatives are available Monday - Friday (except state holidays), from 8:00 a.m. to 5:00 p.m. (Pacific time).

California Department of Tax and Fee Administration
<http://www.cdtfa.ca.gov/industry/state-fairgrounds.htm>

California Legislative Information
http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201720180AB1499

Westerns Fairs Association
<https://www.westernfairs.org/p/members/subsidiaries/cfa/ab1499>

Thank you for being a valued part of the OCFEC's Year Round Event Program and ensuring that all of your participating retailers are aware of and in compliance with AB 1499. We look forward to your upcoming events.



EXHIBIT V

COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

1. **Scope.** As a result of the worldwide COVID-19 pandemic, the 32nd District agricultural Association (OCFEC) implemented numerous essential protocols and procedures to protect OCFEC staff, renters, event promoter/producer employees, exhibitors, vendors, contractors, subcontractors, volunteers and members of the public. These protocols and procedures do not supersede or replace any existing orders issued by local governments, the State of California or the Federal Government. The protocol and procedure guidelines (COVID-19 Guidelines) apply equally to all organizations and persons doing business on OCFEC property, both public and private, and all event types, commercial, trade or other, hosted at the OCFEC.
2. **Sick, elderly and vulnerable persons.** Anyone who feels sick should remain at home. In addition, high-risk persons who are over 65 years of age, or anyone with chronic illness or underlying medical conditions, should continue to follow recommendations to stay at home and limit public interaction.
3. **Physical Distancing in the Workplace.** Physical distancing of a minimum of six (6) feet should be maintained between customer-facing employees and the general public, and – to the extent practical – between employees in the field or at employee workstations. Where isolation of employees in the field or at employee workstations is impractical, face coverings must be worn without exception.
4. **Handwashing, Personal Protective Equipment, and Testing.** Renters, event promoters, event producers, exhibitors, vendors, and their respective contractors, subcontractors and volunteers (collectively, “Business Partners”) conducting business at the OCFEC must require all customer-facing employees to either wash their hands or use hand sanitizer every thirty minutes, or wear disposable gloves which are to be changed as frequently as specified by guidelines established for each applicable job assignment. Face coverings must be provided to all employees.

Before starting a shift, all OCFEC employees and all Business Partner employees, must have their temperatures taken and documented, and individual(s) will not be permitted to remain at work if the temperature reading exceeds 100.4 degrees (°) Fahrenheit. Affected individual(s) may only return to work after registering and documenting their temperature reading below 100.4° Fahrenheit for seventy-two (72) consecutive hours.

All OCFEC event attendees, before entering OCFEC premises, must have their temperatures taken and documented. Any OCFEC event attendee with a temperature reading above 100.4° Fahrenheit will not be permitted to attend the event and will be required to immediately leave the OCFEC premises. Paid admission/parking fee refunds will be subject to processing schedule.

All competitive professional and amateur sports participants, including youth sports participants, must be tested for COVID-19 at least one (1) week before the date of the

scheduled competition, and will not be permitted to compete if the intended participant tests positive for COVID-19. If the intended participant tests positive for COVID-19, he/she will not be allowed to participate in any activities at the OCFEC until after (i) receiving a negative result on a subsequent COVID-19 test and (ii) satisfying the specified 14-day (or otherwise governmentally specified) COVID-19 quarantine period.

OCFEC Business Partners should make every effort to limit physical touch points at their respective places of business, including at the OCFEC. All OCFEC event promoters must significantly increase frequency of sanitation and disinfection measures at all workstations and equipment that come into contact with OCFEC employees and the general public. All OCFEC Business Partners must assess and identify the frequency of necessary sanitation and disinfection practices, and will review and agree upon a sanitation and disinfection schedule with the OCFEC.

Face coverings and disposable gloves must be worn by all OCFEC Business Partner customer-facing employees. All OCFEC event attendees and visitors must wear appropriate face coverings. Physical barriers, if available, are preferred but not required as the general public will make the personal decision of whether to attend an event at the OCFEC and/or patronize an OCFEC Business Partner. For the benefit of the public, OCFEC employees and Business Partner employees, handwashing or hand sanitizing should be done as soon as possible following the handling of materials that come in contact with the general public.

5. **Event Attendance Limitations.** Attendance at all OCFEC events, including all move-in and move-out activities, must be limited at any given time, to no more than the current maximum attendance levels permitted by all applicable local and state orders or laws.

OCFEC Business Partners must establish and actively enforce measures to monitor and ensure attendance limitation compliance. If an OCFEC Business Partner fails to comply with event attendance limitations, the OCFEC in its sole and absolute discretion may cancel the event without notice and refer the matter to local law enforcement.

6. **OCFEC Business Partner Compliance.** OCFEC Business Partners shall make every effort to assure compliance with COVID-19 related mitigation requirements. If an OCFEC Business Partner fails to comply with these COVID-19 Guidelines, the OCFEC in its sole and absolute discretion may close non-compliant event spaces, exhibitor spaces or other such rental spaces, or may cancel the event without notice and refer the matter to local law enforcement.
7. **Covid-19 Release and Waiver of Liability.** As consideration for being permitted to conduct event activities at the OCFEC, OCFEC Business Partners must acknowledge and agree to all COVID-19 Pandemic and related governmental orders, directives and guidelines, and forever release the 32nd District Agricultural Association, the State, California Fair Services Authority ("CFSA"), the County, the Lessor, and any fair affiliated organization, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner's employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs,

distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner's participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.

8. **Event Organization Protocols.** Each OCFEC Business Partner must submit event organization-specific COVID-19 related infection mitigation protocols and procedures for OCFEC review and approval no later than thirty (30) days before the event's scheduled move-in date. The OCFEC reserves the right to reject any protocols and procedures that are in conflict with, or are less stringent than, the COVID-19 Guidelines. If the OCFEC rejects the OCFEC Business Partner's COVID-19 related infection mitigation protocols and procedures, the OCFEC Business Partner must resubmit revised infection mitigation protocols and procedures for review no less than fifteen (15) days before the event's scheduled move-in date. If OCFEC Business Partner fails to submit the COVID-19 related infection mitigation protocols and procedures on time, the OCFEC in its sole and absolute discretion may terminate the agreement and cancel the event without notice.
9. **Further Action as Necessary.** The OCFEC reserves the right to modify these COVID-19 Guidelines as circumstances warrant. Specifically, the OCFEC recognizes that additional restrictions not reflected in these guidelines may be necessary to address the health and safety of certain populations depending upon their age or underlying health concerns, or otherwise to address medical issues as they arise.

I HAVE CAREFULLY READ THIS AGREEMENT EXHIBIT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A CONTRACTUAL AGREEMENT BETWEEN MYSELF AND THE 32ND DISTRICT AGRICULTURAL ASSOCIATION, THE STATE, CFSA, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed on 6/9, 2023.

OCFEC BUSINESS PARTNER



Signature

Address

Address



Exhibit W

EQUESTRIAN CENTER SCHEDULE OF FEES (Effective June 1, 2023 for current tenants. Rates apply to any NEW incoming tenants.)*		
Type	Fee	Occurrence
12' x 12' Box Stall (shavings included)	\$644	Monthly
Double Stall (12' x 24') (shavings included)	\$1,023	Monthly
Office or Tack Room	\$358	Monthly
Trailer Parking	\$138	Monthly
*Stalls are cleaned daily and are fully bedded with shavings.		

LOCKER FEES**		
Type	Fee	Occurrence
Locker, Large	\$220	Monthly
Locker, Small	\$110	Monthly
Locker	\$17	Monthly
Locker, Big	\$44	Monthly
**Locker availability is limited.		

FEED PRICES*** (Effective February 1, 2023)	
Type	Fee (per portion per month)
Alfalfa	\$70.00
Orchard	\$88.00
Timothy	\$88.00
Bermuda	\$72.00
Cubes	\$50.00
Horses are fed twice daily.	

Examples:

1. Box stall feeding 2 flakes of alfalfa in the morning and 1 flake of alfalfa in the evening.
 $\$644 + \$70 + \$70 + \$70 = \$854$ (3 portions of feed per month)
2. Box stall feeding 2 flakes of timothy in the morning and 1 bucket of cubes in the evening.
 $\$644 + \$88 + \$88 + \$50 = \$870$ (3 portions of feed per month)

Any fraction of a portion will be charged as 1 portion.

***Please note that feed prices are subject to change based on fuel prices, market fluctuations and/or unforeseen economic circumstances.

RELEASE AND WAIVER OF LIABILITY AGREEMENT

I, Kendall Soto ("Participant"), acknowledge that I have voluntarily applied to participate in the following activities at _____ OC _____ Fair (the "Fair"):

Horse riding and all related activities including, but not limited to, lessons, training, practices, Plexercise of any horses, or any other equestrian related activity involving instruction, guidance or direction by any individual, licensed or unlicensed, whether for compensation or not.

I AM AWARE THAT THESE ACTIVITIES ARE HAZARDOUS ACTIVITIES AND THAT I COULD BE SERIOUSLY INJURED OR EVEN KILLED. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN.

I verify this statement by placing my initials here: KS
Parent or Guardian's initials (if under 18): _____

As consideration for being permitted by the Fair, the State of California ("State"), the County of _____ Orange _____ (the "County"), and any lessor of the fair premises ("Lessor"), to participate in these activities and use the Fair premises and facilities, I forever release the Fair, the State, the County, the Lessor, any fair affiliated organization, and their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) my participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, (iii) the negligence of any trainer or instructor involved in the abovementioned activities, or (iv) the condition of the premises where these activities occur, whether or not I am then participating in the activities. I also agree that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives will not make a claim against, sue, or attach the property of any Releasee in connection with any of the matters covered by the foregoing release.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE FAIR, THE STATE, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed at _____ Orange _____, California on 6/9, 2023.

PARTICIPANT/RELEASOR

Kendall Soto
Signature

Address: 1413 Stonewood Court

PARENT OR GUARDIAN

Signature

Address: _____

IF YOU ARE UNDER 18 YEARS OF AGE, YOU AND YOUR PARENT OR GUARDIAN MUST SIGN AND INITIAL THIS FORM WHERE INDICATED.

San Pedro, CA 90732



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/9/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LEG Insurance Solutions 245 Morris Road Aiken SC 29805	CONTACT NAME: Sarah Rajoy PHONE (A/C, No, Ext): (866) 780-3713 E-MAIL ADDRESS: sarah@legisequine.com FAX (A/C, No): (818) 748-1532
INSURED Kendall Soto 1413 Stonewood Ct San Pedro CA 90732	INSURER(S) AFFORDING COVERAGE INSURER A: American Reliable Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: CL236905125

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		PENDING	6/9/2023	6/9/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A					PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, lessor/sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned.

CERTIFICATE HOLDER

CANCELLATION

OC Fair & Event Center 32nd District Agricultural Association 88 Fair Drive Costa Mesa, CA 92626	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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FORM F-31

AGREEMENT NO. RA-EQCTiaTer-23

REVIEWED TD

DATE 6-28-2023

FAIRTIME

APPROVED EY

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 **Tianna Terry** 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 1 - December 31, 2023

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

See Exhibit A

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

OC Fair Equestrian Center Facility Boarding

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

SEE RATE SHEET (Exhibit W)

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" "V" and "W" 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.**
<https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf>
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.

Tianna Terry

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

By:  Date: 06/30/2023 | 15:07:05 PDT
Title: **Tianna Terry, Renter**

By:  Date: 06/30/2023 | 15:14:36 PDT
Title: **Joan Hamill, Chief Business Development Officer**

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter 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 Premises plot for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.**
3. All buildings, temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and the local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is a food serving concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation. Upon request, Renter must furnish to Association receipts for license fees, tax deposits, insurance, etc., prior to event.
4. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state 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 Premises and privilege provided in the Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
5. Renter will post 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 Agreement; the size of said sign, manner and place of posting to be pre-approved by Association.
6. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises 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 received Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
7. All sound-producing devices used by Renter within the Premises must be of such a nature and must be so operated, as not to cause annoyance or inconvenience to patrons or to other Concessionaires or Exhibitors. 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 only by first obtaining written permission thereof from Association.
8. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter shall not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. 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.
9. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the Premises, reasonable wear and tear expected. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
10. Association may provide watchman service, which will provide for reasonable protection of the property of Renters, but Association shall not be responsible for loss or damage to the property of Renter.

11. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature must be removed from the Premises by Renter, at Renter's own expense, upon expiration or early termination of this Agreement. It is understood that in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove all remaining material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.

12. No Renter will be permitted to sell or dispose of anywhere on the Premises alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.

13. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.

14. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such rules and regulations.

15. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days 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.

16. "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)."

17. Renter recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.

18. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times. Association shall have the right to retain a key to the Premises and may enter with at least 24-hour written notice to Renter.

19. The Parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.

20. 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.

21. 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 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.

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 11 of page two.

By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.

EXHIBIT "A"

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

LOCATION(S):

OC Fair & Event Center – Equestrian Center – 905 Arlington Drive, Costa Mesa, CA 92626

RENTER AGREES:

1. That the term of this Agreement is from July 1, 2023 through December 31, 2023.
2. Renter (Boarder or Trainer) rents from District, and District agrees to provide boarding and livestock services and facilities to Boarder for one or more of Boarder's horses at District's customary rates and charges. District's customary rates and charges are set forth in the Schedule of Fees (Exhibit W) in effect on the date of this Agreement, and that Schedule of Fees is incorporated herein by reference. District reserves the right to change its customary charges on 30 days' notice. Renter agrees to pay all charges for board and other goods and livestock services at District's then current rate. This is a month-to-month agreement which may be terminated by either party on 30 days' written notice, subject to the provisions of #8 and #9 or Rental Agreement.
3. Monthly board for each horse boarded, stall, feed, office, tack room, locker, and/or trailer parking shall be paid in advance and those charges are due on the 1st day of each month. Renter will receive an itemized statement of the monthly charges and may opt for paperless billing in lieu of receiving paper statements. All such charges, and all other charges for livestock goods and services provided hereunder and for use of District's facilities are payable on the first day of each month for the preceding month. Checks should be made payable to the "OC Fair & Event Center". All charges not paid in full by the 7th of any month shall be delinquent, and a late payment penalty of \$3.00 per day will accrue beginning the 8th day of the month. A minimum two weeks' notice is required before moving any horse from the District, and no horse shall leave the District until all charges are paid in full. There shall be no exceptions to this payment policy without prior arrangements with District management.
4. Renter must provide proof of insurance. Insurance requirements can be found in Exhibit B.
5. Any costs or expenses associated with damage to the facility, unless normal wear and tear, caused either directly or indirectly by renter, his or her affiliates, including any employees, assistants, agents, family members, or guests will be the sole responsibility of the renter.
6. Due to office/facility space limitations, OC Fair will not be accepting any mail or serve as a clearinghouse for users of the equestrian center property. Please make arrangements to have personal mail/packages delivered to your home, PO Box, etc.
7. Boarding of horse(s) and use of District facilities and livestock services shall be subject to these General Rules and Regulations in addition to the other terms and conditions herein. District may, at its discretion, change these General Rules and Regulations from time to

time, and Renter agrees to be bound by and observe the General Rules and Regulations as they may, from time to time, be published by District.

- a) The District facilities are for the use of renter and their affiliates, including any employees, assistants, agents, students, family members and guests. Renter shall be solely responsible for the direction, conduct, and control of all affiliates, including any employees, assistants, agents, students, family members and guests. Renter assumes full and sole responsibility for the payment of all wages, benefits, and expenses, in addition to any other obligation owed to his or her employees, assistants, agents, students or other outside service provider. District reserves the right to refuse admittance of renters' affiliates, including any employees, assistants, agents, students, family members and guests, and require them to leave the District premises if their conduct does not conform to these General Rules and Regulations and good social behavior. Disregard or violation of these General Rules and Regulations may, at District's discretion, result in the immediate expulsion of the renters' affiliates, including any employees, assistants, agents, family members and guests. When renter and any affiliates, including any employees, assistants, agents, family members and guests enters the District grounds, renter assumes responsibility for injury to self, affiliates, including any employees, assistants, agents, family members, guests and horse. Because of the unpredictable nature of the large and strong animal you have chosen to associate with, your safety from injury cannot be assured. Therefore, with respect to these obvious and clear dangers, any horse can kick, bite, bolt, and run, thus subjecting you to injury from your and others' horses, unless you remain constantly alert to these and all other hazards while on District grounds.
- b) All renters' affiliates, including any employees, assistants, agents, students, family members and guests shall observe and practice good social behavior. Theft, use of alcohol or narcotics, flagrant damage of or destruction of District property or renter's property, abuse of animals, physical or verbal abuse of other renters, staff or contractors, or violation of any term or condition of this Agreement, including the General Rules and Regulations, may result, at District's discretion, in immediate expulsion from the District. In such event, renter's horse will be maintained until Renter makes other arrangements for its care, and any refund due will be made on a pro-rated basis. District and its managers and employees shall have the sole discretion and authority to interpret and enforce the provisions of this Agreement.
- c) Facility Use Rules
Renter shall comply at all times with the following facility use rules:
 - 1. Trotting or running horses will not be permitted outside of an arena.
 - 2. Minor children must be kept under constant supervision of parent or guardian.
 - 3. For safety, no riding double.
 - 4. No glass containers will be allowed on grounds.
 - 5. Renter may clean stalls before or after the daily cleaning, but shall deposit material in one of the corners of the stall for convenient removal at the next cleaning.

6. For everyone's safety, horses should not be ridden with just a halter. Please use headstall with proper control devices.
7. No stallions are allowed on the property.
8. No dogs are allowed on the property.
9. Speed limit on District premises is 5 miles per hour in all driveways and parking lots. All vehicles must be parked in designated parking areas.
10. No smoking/vaping is permitted in the equestrian center facility.
11. Pick up all manure dropped while grooming, washing or walking your horse(s) around the barn areas immediately. Any manure pullings should be swept up and disposed of in the trash receptacles.

d) Arena Rules

12. When entering an arena, a rider should make sure they are seen and wait for a break in the traffic to enter.
13. Horses or riders who are obviously inexperienced or are having difficulty deserve the right-of-way and lots of space. Cut across the arena or circle accordingly. When overtaking someone from behind, pass them wide, about a horse length away, more if the horse is obviously upset by your move. When meeting someone head on, pass left hand to left hand, or on the right as you would in a car. Again, pass at a comfortable distance.
14. Do not stop on the rail for anything except schooling, and then, not for long periods of time. As a general rule, faster traffic should pass to the inside track, slower horses on the outside track (the rail).
15. Riders under the age of eighteen (18) must wear a helmet that meets the American Society of Testing and Materials (ASTM) standards (or any other nationally recognized standard for equine helmets) which is properly fitted and fastened securely upon the rider's head by a strap when riding horses. No jumping at any time without protective headgear, shoes with heels, and full tack. Be aware of horses on course and anticipate their direction of travel. Do not stand or sit on or near the arena rails.
16. Rules for each arena are posted at each arena entrance. The course may be changed or jump poles relocated. Arena is to be returned to its original position as soon as renter is finished. Any pole or standard dislocated shall be replaced immediately. Horses are not to be turned out in these arenas.

e) Tack Rooms/Office Space Rules

17. No space heaters allowed in any tack room/office space.
18. No overnight stays allowed.
19. No modifications of any kind can be done without the expressed written consent of the District.
20. Renters are responsible for their own equipment and the general order of their tack room/office space.
21. Do not stack items in and around the aisle ways. Please make sure all your personal items are out of the way of others and clear from horses.

22. Trash should be placed in designated waste bins.

23. Renters with Tack Room/Office Space must comply with all California State Fire Codes.

f) Barn Aisles

24. Feed and tack must be in a container and the containers must be kept in good shape.

25. Feed and tack containers must conform to the following standards:

- No items may extend more than 34 inches from the stall.

26. No writing on any of the feeders or stalls. If there is a need to have notes for trainers, groomers, etc., please use a small dry-erase board.

g) Hot Walkers

27. Renter shall limit the use of hot walkers to one-half hour. Renter shall be respectful of, and use courtesy, when other renters are waiting. No horse shall be left on a non-moving hot walker.

h) Wash Racks

28. Wash racks are provided as a courtesy to Renters on an "as available, first-come, first-served" basis. User shall shut off the valve when finished. Drying of horses on the wash rack is not permitted when others are waiting.

i) Horse Shoeing

29. All shoeing, trimming and resets will be done in the shoeing racks only. There are no exceptions without prior arrangements with District management.

j) Trailers

30. Due to a limited number of parking spots on District property, renters may not store their trailers on District property unless a parking spot and permit are assigned to them by District. A monthly charge will be assessed for any trailer stored on District property as set forth in the current Schedule of Fees (Exhibit W). District does not accept liability for any theft or damage to trailers.

k) Possessory Lien

31. Renter acknowledges that, pursuant to Civil Code Sections 3080-3080.22, District shall have a lien on your horse(s) for money which may become due for providing livestock services. Pursuant to this statutory lien, District has the right to take possession and control of the horse(s) for the purpose of securing the obligation to pay board fees. Other charges for livestock services shall continue during District's possession, even though you may be refused access to or use of the horse(s), and that District has the right to sell your horse(s) to satisfy its lien and for costs of sale.

1) Security Deposit

32. Security deposits are required for new renters effective April 15, 2023.

33. The security deposit may be used for the purpose of repairing damage for which the tenant is responsible (beyond normal wear and tear), outstanding feed bills, etc. The tenant shall conduct a pre move-out inspection of the stall(s) BEFORE moving out at which time management shall inform the tenant of needed repairs in writing. The tenant shall have the right to make any repairs identified at the pre-move out inspection at his/her expense before the move out date without deduction from the security deposit. Within 30 days, management shall return the deposit. If any deductions are made, management shall provide the tenant with a itemized statement of expenses and receipts for cleaning or repairs for which deductions were made from deposit.

34. Security deposit requirements are as follows:

TYPE	DEPOSIT REQUIRED
1 horse	Equal to 1 month's rent (Based on stall size. For example, if a horse will be boarded in a 12' x 12' stall, deposit shall be \$644).
2 to 5 horses	Equal to 1 month's rent (Based on stall size. For example, if 1 horse will be boarded in a 12' x 12' stall, and another will be boarded in a double stall 12' x 24', then deposit shall be \$644+\$1,023=\$1,667). Capped at deposit on 2 horses (based on larger stall size).
6+ horses	Equal to 1 month's rent on full stall rate deposit capped on first 2 horses boarded (based on larger stall size). 20% deposit will be required on any additional stalls (based on stall size). For example, if 10 horses will be boarded, and you require two double stalls (12' x 24') and 8 single stalls (12' x 12'), deposit would be \$1,023+\$1,023+\$1,030.40 (20% deposit on other 8, 12' x 12' stalls)=\$3,076.40
Tack Room	Equal to 1 month's rent (\$358)
Locker	Equal to 1 month's rent (based on locker size)

DISTRICT AGREES:

1. To provide equestrian center office hours which will be as follows: Monday through Saturday, from 8:30 a.m. to 5:00 p.m., and 8:30 a.m. to 12:30 p.m. on Sundays. The office will be closed on holidays.
2. Allow use of the equestrian center facilities between 6 a.m. and 10 p.m. All outside arena lights will be turned off at 10 p.m. For after hour emergencies, please call District Public Safety at 714-708-1588.
3. Provide entry to the Equestrian Center property through Gate 9, off Arlington Drive. Should Gate 9 need to be closed, Renter will be provided with alternate Gate access for entry.
4. To provide parking pass(es) to Renter. During the annual OC Fair, due to tighter parking access/restrictions, special parking passes will be issued to Renter.
5. To provide services (through outside Contractor) for Animal Feeding, Box Stall Cleaning and Arena Maintenance. The current Schedule of Fees will reflect the type of feed available and the associated cost (Exhibit W). Renter must notify District management and make appropriate arrangements for any adjustment in feeding.

California Fair Services Authority

EXHIBIT B**INSURANCE REQUIREMENTS****I. Evidence of Coverage**

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**
3. Coverages:
 - a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: **\$5,000,000 per occurrence** for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **\$5,000,000 per occurrence** for the following types of Motorized Events: automobile races, drifting exhibitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, enduro, pro stock; **\$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races; **\$3,000,000 per occurrence** for Rodeo Events all types **with a paid gate** and any Rough Stock events; **\$2,000,000 per occurrence** for Rodeo Events All Types **without a paid gate** and with any Rough Stock events and for Swap

Meets/Flea Markets held two or more times per calendar year; **\$2,000,000 per occurrence** for the following Motorized events: car jumping contests/demonstrations of hydraulic modifications to automobiles; **\$2,000,000 per occurrence** for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the contractor/renter's activities, or business to be conducted under the contract or rental agreement/lease, must be listed in the Certificate of Insurance. If there is a self-insured retention or deductible in the contractor/renter's coverage equal to or in excess of \$100,000, the self-insured retention/deductible amount shall be included as part of the Certificate of Insurance. A copy of the contractor/renter's policy declaration page containing this information as an attachment/exhibit to the Certificate of Insurance will be acceptable, provided it contains all the aforementioned information.

- b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.
 - c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.
 - d. Medical Malpractice - Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.
 - e. Liquor Liability - Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.
4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.
 5. Certificate Holder:
 - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
 - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

B. CFSA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

C. Master Certificates - A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.

2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from

contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

4. **Certified Copies of Policies** - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.
2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.
3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.
4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

STANDARD CONTRACT TERMS AND CONDITIONS (F-31, RENTAL AGREEMENT)**1. National Labor Relations Board (PCC Section 10296)**

Contractor, by signing this contract, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against contractor within the immediately preceding two-year period because of the contractor's failure to comply with an order of a Federal Court which orders the contractor to comply with an order of National Labor Relations Board (Public Contract Code Section 10296).

2. Resolution of Contract Disputes (PCC 10240.5, 10381)

If, during the performance of this agreement, a dispute arises between contractor and Fair Management, which cannot be settled by discussion, the contractor shall submit a written statement regarding the dispute to Fair Management. A decision by Fair Management shall be made to the Contractor in writing, and shall be final and conclusive. Contractor shall continue to perform contract requirements without interruption during the dispute period.

3. Non-Discrimination Clause

During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

4. Amendment (GC 11010.5)

Contract modification, when allowable, may be made by formal amendment only.

5. Assignment

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

6. Termination

The State reserves the right to terminate any contract, at any time, upon order of the Board of Directors by giving the contractor notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the fair of any further payments, obligations, and/or performances required in the terms of the contract.

Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

SCTC, F-31 (revised 10/01)

7. Governing Law

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

8. Conflict of Interest (PCC 10410, 10411, 10420)

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (PCC 10410):

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (PCC 10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service. If

Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420).

9. Contractor Name Change

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

10. Air or Water Pollution Violation (WC 13301)

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

State of California Division of Fairs & Exposition SCTC, F-31 (revised 12/19)

EXHIBIT E

NOISE ORDINANCE:

A general awareness of all OC Fair & Event Center sound systems is important to understand the critical task of maintaining sound levels within a specific window for all areas in order to minimize the overall impact of sound from the OC Fair on surrounding neighborhoods.

OC Fair sound systems will have strict sound control measures in place.

ALL dB references are measured as FLAT response, NOT 'A' weighted. This applies to all dB levels referenced herein.

The OC Fair has a noise injunction specifically applied to the Pacific Amphitheatre. However, this applies to all events.

The injunction states that at a distant house (547 Serra Way) the level must not exceed 55 dB. The house is approximately 2,000 feet from the Grandstand Arena. The injunction applies to all sound emanating from the OC Fair, DURING Fair time.

For all year round events taking place outside of fair time, there is a 5 dB reduction in maximum levels. In other words, the 55 dB maximum is reduced to a 50 dB maximum.

There is a strict 10:00 p.m. curfew in effect unless an extension of curfew is approved in writing by the CEO or COO of the 32nd District Agricultural Association (District) prior to the event.

GENERAL SOUND LEVEL GUIDELINES, APPLIED TO ALL AREAS:

NOTE: outside of fair, all references to 55 db are lowered to 50 dB.

- 1) Maximum, broadband (20 Hz to 15 KHz) noise level, measured at FOH, will not exceed peaks of 92 dB under any circumstances.
- 2) Behind the stage, measured at noise level will not exceed peaks of 70 dB under any circumstances. This includes direct FOH system energy, stage monitors, backline equipment and any reflected energy from the surrounding buildings.
- 3) Note that the objective is to keep SPL at or below 55 dB in ALL areas where houses are located.
- 4) Any combination of 1 or 2 above resulting in noise levels exceeding 55 dB in surrounding neighborhoods must result in a lowering of level until the level in the neighborhood is within compliance.

IN SUMMARY:

NOTE: outside of fair, all references to 55 db are lowered to 50 dB.

- 1) No more than 55 dB in any area where a home is located.
- 2) No more than 70 dB behind stages.
- 3) No more than 92 dB at FOH.
- 4) If any combination of the above results in greater than 55 dB in any area where housing is located, levels will be immediately decreased until compliance is met.

Measurements will be taken during each event to insure that the level is at or below an average of 92 dB at FOH, 70 dB at the rear of the stage.

Every effort will be taken by the Contractor to insure that the noise ordinance is strictly adhered to.

- 1) In all cases, apply reasonable care to:
 - a) Not interfere with surrounding vendors activities.
 - b) Maintain a level reasonably consistent with the program material and audience size to be covered.
 - c) At no time will the audio level exceed 90 dB 50 feet from the audio system.
 - d) If speakers are in close proximity to audience members, sound level 10 feet from speakers will not exceed 85 dB.
 - e) The Noise Injunction is to be respected and adhered to at all times.

2) Contractor is specifically responsible for insuring compliance as indicated herein.

3) Contractor will respond to requests from District personnel to reduce levels as required.



Exhibit F - Assembly Bill 1499

If you haven't already heard, the California Legislature enacted Assembly Bill 1499 (AB 1499). The bill became effective July 1, 2018 and requires retailers (commercial exhibitors/vendors, merchants, concessionaires, etc) who make sales of tangible personal property at a California state-designated fairground to separately report the sales amount on their Sales and Use Tax Return. The OC Fair & Event Center (OCFEC) is a California state-designated fairground. When you operate at the OCFEC as well as at other state-designated fairgrounds, on-premises sales that you and/or your vendors generate are to be reported separately for each specific fairground.

Please note that AB 1499 does not impact current state and local sales tax charged in Orange County or in other California locales. It does, however, direct the California Department of Tax and Fee Administration (CDTFA) to reallocate $\frac{3}{4}$ of 1% of the total amount of reported gross receipts and to appropriate these monies to the Fair and Exposition Fund for specified fairground operational and infrastructure needs projects. This funding contributes to upgraded fairground facilities that will help event producers and vendors grow their businesses.

Below are links to helpful information on how this may affect you and your vendors.

Please take the time to read through the information and pass along to all of your vendors who will be on OC Fair and Event Center property for your upcoming event.

If you or your vendors have any questions, please contact the California Department of Tax and Fee Administration's customer service line at 1-800-400-7115. Representatives are available Monday - Friday (except state holidays), from 8:00 a.m. to 5:00 p.m. (Pacific time).

California Department of Tax and Fee Administration
<http://www.cdtfa.ca.gov/industry/state-fairgrounds.htm>

California Legislative Information
http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201720180AB1499

Westerns Fairs Association
<https://www.westernfairs.org/p/members/subsidiaries/cfa/ab1499>

Thank you for being a valued part of the OCFEC's Year Round Event Program and ensuring that all of your participating retailers are aware of and in compliance with AB 1499. We look forward to your upcoming events.



EXHIBIT V

COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

1. **Scope.** As a result of the worldwide COVID-19 pandemic, the 32nd District agricultural Association (OCFEC) implemented numerous essential protocols and procedures to protect OCFEC staff, renters, event promoter/producer employees, exhibitors, vendors, contractors, subcontractors, volunteers and members of the public. These protocols and procedures do not supersede or replace any existing orders issued by local governments, the State of California or the Federal Government. The protocol and procedure guidelines (COVID-19 Guidelines) apply equally to all organizations and persons doing business on OCFEC property, both public and private, and all event types, commercial, trade or other, hosted at the OCFEC.
2. **Sick, elderly and vulnerable persons.** Anyone who feels sick should remain at home. In addition, high-risk persons who are over 65 years of age, or anyone with chronic illness or underlying medical conditions, should continue to follow recommendations to stay at home and limit public interaction.
3. **Physical Distancing in the Workplace.** Physical distancing of a minimum of six (6) feet should be maintained between customer-facing employees and the general public, and – to the extent practical – between employees in the field or at employee workstations. Where isolation of employees in the field or at employee workstations is impractical, face coverings must be worn without exception.
4. **Handwashing, Personal Protective Equipment, and Testing.** Renters, event promoters, event producers, exhibitors, vendors, and their respective contractors, subcontractors and volunteers (collectively, “Business Partners”) conducting business at the OCFEC must require all customer-facing employees to either wash their hands or use hand sanitizer every thirty minutes, or wear disposable gloves which are to be changed as frequently as specified by guidelines established for each applicable job assignment. Face coverings must be provided to all employees.

Before starting a shift, all OCFEC employees and all Business Partner employees, must have their temperatures taken and documented, and individual(s) will not be permitted to remain at work if the temperature reading exceeds 100.4 degrees (°) Fahrenheit. Affected individual(s) may only return to work after registering and documenting their temperature reading below 100.4° Fahrenheit for seventy-two (72) consecutive hours.

All OCFEC event attendees, before entering OCFEC premises, must have their temperatures taken and documented. Any OCFEC event attendee with a temperature reading above 100.4° Fahrenheit will not be permitted to attend the event and will be required to immediately leave the OCFEC premises. Paid admission/parking fee refunds will be subject to processing schedule.

All competitive professional and amateur sports participants, including youth sports participants, must be tested for COVID-19 at least one (1) week before the date of the

scheduled competition, and will not be permitted to compete if the intended participant tests positive for COVID-19. If the intended participant tests positive for COVID-19, he/she will not be allowed to participate in any activities at the OCFEC until after (i) receiving a negative result on a subsequent COVID-19 test and (ii) satisfying the specified 14-day (or otherwise governmentally specified) COVID-19 quarantine period.

OCFEC Business Partners should make every effort to limit physical touch points at their respective places of business, including at the OCFEC. All OCFEC event promoters must significantly increase frequency of sanitation and disinfection measures at all workstations and equipment that come into contact with OCFEC employees and the general public. All OCFEC Business Partners must assess and identify the frequency of necessary sanitation and disinfection practices, and will review and agree upon a sanitation and disinfection schedule with the OCFEC.

Face coverings and disposable gloves must be worn by all OCFEC Business Partner customer-facing employees. All OCFEC event attendees and visitors must wear appropriate face coverings. Physical barriers, if available, are preferred but not required as the general public will make the personal decision of whether to attend an event at the OCFEC and/or patronize an OCFEC Business Partner. For the benefit of the public, OCFEC employees and Business Partner employees, handwashing or hand sanitizing should be done as soon as possible following the handling of materials that come in contact with the general public.

5. **Event Attendance Limitations.** Attendance at all OCFEC events, including all move-in and move-out activities, must be limited at any given time, to no more than the current maximum attendance levels permitted by all applicable local and state orders or laws.

OCFEC Business Partners must establish and actively enforce measures to monitor and ensure attendance limitation compliance. If an OCFEC Business Partner fails to comply with event attendance limitations, the OCFEC in its sole and absolute discretion may cancel the event without notice and refer the matter to local law enforcement.

6. **OCFEC Business Partner Compliance.** OCFEC Business Partners shall make every effort to assure compliance with COVID-19 related mitigation requirements. If an OCFEC Business Partner fails to comply with these COVID-19 Guidelines, the OCFEC in its sole and absolute discretion may close non-compliant event spaces, exhibitor spaces or other such rental spaces, or may cancel the event without notice and refer the matter to local law enforcement.
7. **Covid-19 Release and Waiver of Liability.** As consideration for being permitted to conduct event activities at the OCFEC, OCFEC Business Partners must acknowledge and agree to all COVID-19 Pandemic and related governmental orders, directives and guidelines, and forever release the 32nd District Agricultural Association, the State, California Fair Services Authority ("CFSA"), the County, the Lessor, and any fair affiliated organization, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner's employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs,

distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner's participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.

8. **Event Organization Protocols.** Each OCFEC Business Partner must submit event organization-specific COVID-19 related infection mitigation protocols and procedures for OCFEC review and approval no later than thirty (30) days before the event's scheduled move-in date. The OCFEC reserves the right to reject any protocols and procedures that are in conflict with, or are less stringent than, the COVID-19 Guidelines. If the OCFEC rejects the OCFEC Business Partner's COVID-19 related infection mitigation protocols and procedures, the OCFEC Business Partner must resubmit revised infection mitigation protocols and procedures for review no less than fifteen (15) days before the event's scheduled move-in date. If OCFEC Business Partner fails to submit the COVID-19 related infection mitigation protocols and procedures on time, the OCFEC in its sole and absolute discretion may terminate the agreement and cancel the event without notice.
9. **Further Action as Necessary.** The OCFEC reserves the right to modify these COVID-19 Guidelines as circumstances warrant. Specifically, the OCFEC recognizes that additional restrictions not reflected in these guidelines may be necessary to address the health and safety of certain populations depending upon their age or underlying health concerns, or otherwise to address medical issues as they arise.

I HAVE CAREFULLY READ THIS AGREEMENT EXHIBIT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A CONTRACTUAL AGREEMENT BETWEEN MYSELF AND THE 32ND DISTRICT AGRICULTURAL ASSOCIATION, THE STATE, CFSA, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

06/30/2023 | 15:07:05 PDT

Executed on _____, 20____.

OCFEC BUSINESS PARTNER



Signature

930 Oak st Costa Mesa CA

Address

Address



Exhibit W

EQUESTRIAN CENTER SCHEDULE OF FEES (Effective June 1, 2023 for current tenants. Rates apply to any NEW incoming tenants.)*		
Type	Fee	Occurrence
12' x 12' Box Stall (shavings included)	\$644	Monthly
Double Stall (12' x 24') (shavings included)	\$1,023	Monthly
Office or Tack Room	\$358	Monthly
Trailer Parking	\$138	Monthly
*Stalls are cleaned daily and are fully bedded with shavings.		

LOCKER FEES**		
Type	Fee	Occurrence
Locker, Large	\$220	Monthly
Locker, Small	\$110	Monthly
Locker	\$17	Monthly
Locker, Big	\$44	Monthly
**Locker availability is limited.		

FEED PRICES*** (Effective February 1, 2023)	
Type	Fee (per portion per month)
Alfalfa	\$70.00
Orchard	\$88.00
Timothy	\$88.00
Bermuda	\$72.00
Cubes	\$50.00
Horses are fed twice daily.	

Examples:

- Box stall feeding 2 flakes of alfalfa in the morning and 1 flake of alfalfa in the evening.
 $\$644 + \$70 + \$70 + \$70 = \$854$ (3 portions of feed per month)
- Box stall feeding 2 flakes of timothy in the morning and 1 bucket of cubes in the evening.
 $\$644 + \$88 + \$88 + \$50 = \$870$ (3 portions of feed per month)

Any fraction of a portion will be charged as 1 portion.

***Please note that feed prices are subject to change based on fuel prices, market fluctuations and/or unforeseen economic circumstances.

RELEASE AND WAIVER OF LIABILITY AGREEMENT

I, Tianna Terry ("Participant"), acknowledge that I have voluntarily applied to participate in the following activities at OC Fair (the "Fair"):

Horse riding and all related activities including, but not limited to, lessons, training, practices, Plexercise of any horses, or any other equestrian related activity involving instruction, guidance or direction by any individual, licensed or unlicensed, whether for compensation or not.

I AM AWARE THAT THESE ACTIVITIES ARE HAZARDOUS ACTIVITIES AND THAT I COULD BE SERIOUSLY INJURED OR EVEN KILLED. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN.

I verify this statement by placing my initials here: TT
 Parent or Guardian's initials (if under 18): _____

As consideration for being permitted by the Fair, the State of California ("State"), the County of Orange (the "County"), and any lessor of the fair premises ("Lessor"), to participate in these activities and use the Fair premises and facilities, **I forever release the Fair, the State, the County, the Lessor, any fair affiliated organization, and their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) my participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, (iii) the negligence of any trainer or instructor involved in the abovementioned activities, or (iv) the condition of the premises where these activities occur, whether or not I am then participating in the activities.** I also agree that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives will not make a claim against, sue, or attach the property of any Releasee in connection with any of the matters covered by the foregoing release.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE FAIR, THE STATE, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

06/30/2023 | 15:07:05 PDT

Executed at Orange, California on _____, 20____.

PARTICIPANT/RELEASOR

PARENT OR GUARDIAN

Signature
 Address: 930 Oak St Costa Mesa

Signature
 Address: _____

IF YOU ARE UNDER 18 YEARS OF AGE, YOU AND YOUR PARENT OR GUARDIAN MUST SIGN AND INITIAL THIS FORM WHERE INDICATED.

FORM F-31

AGREEMENT NO. RA-EQCJodGho-23

REVIEWED TD

DATE 8/21/2023

FAIRTIME

APPROVED EY

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 **Jody Ghosland** 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 21 - December 31, 2023

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

See Exhibit A

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

OC Fair Equestrian Center Facility Boarding

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

SEE RATE SHEET (Exhibit W)

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" "V" and "W" 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.**
<https://ocfair.com/wp-content/uploads/2018/10/PoliciesProceduresBooklet2018v2.pdf>
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.

Jody Ghozland

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

By:  Date: 08/22/2023 | 16:00:44 PDT
Title: **Jody Ghozland, Renter**

By:  Date: 08/22/2023 | 16:34:09 PDT
Title: **Joan Hamill, Chief Business Development Officer**

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter 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 Premises plot for such purpose, and will keep the area within and surrounding Premises free from all rubbish and debris.**
3. All buildings, temporary tents, or enclosures erected by Renter shall have the prior written approval of Association and the local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is a food serving concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation. Upon request, Renter must furnish to Association receipts for license fees, tax deposits, insurance, etc., prior to event.
4. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state 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 Premises and privilege provided in the Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
5. Renter will post 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 Agreement; the size of said sign, manner and place of posting to be pre-approved by Association.
6. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises 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 received Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
7. All sound-producing devices used by Renter within the Premises must be of such a nature and must be so operated, as not to cause annoyance or inconvenience to patrons or to other Concessionaires or Exhibitors. 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 only by first obtaining written permission thereof from Association.
8. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter shall not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. 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.
9. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the Premises, reasonable wear and tear expected. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
10. Association may provide watchman service, which will provide for reasonable protection of the property of Renters, but Association shall not be responsible for loss or damage to the property of Renter.

11. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature must be removed from the Premises by Renter, at Renter's own expense, upon expiration or early termination of this Agreement. It is understood that in the event of Renter's failure to vacate said Premises herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove all remaining material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.

12. No Renter will be permitted to sell or dispose of anywhere on the Premises alcoholic beverages as defined in the Alcoholic Beverage Control Act, unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.

13. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.

14. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such rules and regulations.

15. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days 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.

16. "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)."

17. Renter recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.

18. The Association shall have the privilege of inspecting the Premises covered by this Agreement at any time or all times. Association shall have the right to retain a key to the Premises and may enter with at least 24-hour written notice to Renter.

19. The Parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.

20. 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.

21. 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 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.

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 11 of page two.

By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.

EXHIBIT "A"

DATE(S) OF EVENT: August 21, 2023 and ending December 31, 2023

LOCATION(S):

OC Fair & Event Center – Equestrian Center – 905 Arlington Drive, Costa Mesa, CA 92626

RENTER AGREES:

1. That the term of this Agreement is from August 21, 2023 through December 31, 2023.
2. Renter (Boarder or Trainer) rents from District, and District agrees to provide boarding and livestock services and facilities to Boarder for one or more of Boarder's horses at District's customary rates and charges. District's customary rates and charges are set forth in the Schedule of Fees (Exhibit W) in effect on the date of this Agreement, and that Schedule of Fees is incorporated herein by reference. District reserves the right to change its customary charges on 30 days' notice. Renter agrees to pay all charges for board and other goods and livestock services at District's then current rate. This is a month-to-month agreement which may be terminated by either party on 30 days' written notice, subject to the provisions of #8 and #9 or Rental Agreement.
3. Monthly board for each horse boarded, stall, feed, office, tack room, locker, and/or trailer parking shall be paid in advance and those charges are due on the 1st day of each month. Renter will receive an itemized statement of the monthly charges and may opt for paperless billing in lieu of receiving paper statements. All such charges, and all other charges for livestock goods and services provided hereunder and for use of District's facilities are payable on the first day of each month for the preceding month. Checks should be made payable to the "OC Fair & Event Center". All charges not paid in full by the 7th of any month shall be delinquent, and a late payment penalty of \$3.00 per day will accrue beginning the 8th day of the month. A minimum two weeks' notice is required before moving any horse from the District, and no horse shall leave the District until all charges are paid in full. There shall be no exceptions to this payment policy without prior arrangements with District management.
4. Renter must provide proof of insurance. Insurance requirements can be found in Exhibit B.
5. Any costs or expenses associated with damage to the facility, unless normal wear and tear, caused either directly or indirectly by renter, his or her affiliates, including any employees, assistants, agents, family members, or guests will be the sole responsibility of the renter.
6. Due to office/facility space limitations, OC Fair will not be accepting any mail or serve as a clearinghouse for users of the equestrian center property. Please make arrangements to have personal mail/packages delivered to your home, PO Box, etc.
7. Boarding of horse(s) and use of District facilities and livestock services shall be subject to these General Rules and Regulations in addition to the other terms and conditions herein. District may, at its discretion, change these General Rules and Regulations from time to

time, and Renter agrees to be bound by and observe the General Rules and Regulations as they may, from time to time, be published by District.

- a) The District facilities are for the use of renter and their affiliates, including any employees, assistants, agents, students, family members and guests. Renter shall be solely responsible for the direction, conduct, and control of all affiliates, including any employees, assistants, agents, students, family members and guests. Renter assumes full and sole responsibility for the payment of all wages, benefits, and expenses, in addition to any other obligation owed to his or her employees, assistants, agents, students or other outside service provider. District reserves the right to refuse admittance of renters' affiliates, including any employees, assistants, agents, students, family members and guests, and require them to leave the District premises if their conduct does not conform to these General Rules and Regulations and good social behavior. Disregard or violation of these General Rules and Regulations may, at District's discretion, result in the immediate expulsion of the renters' affiliates, including any employees, assistants, agents, family members and guests. When renter and any affiliates, including any employees, assistants, agents, family members and guests enters the District grounds, renter assumes responsibility for injury to self, affiliates, including any employees, assistants, agents, family members, guests and horse. Because of the unpredictable nature of the large and strong animal you have chosen to associate with, your safety from injury cannot be assured. Therefore, with respect to these obvious and clear dangers, any horse can kick, bite, bolt, and run, thus subjecting you to injury from your and others' horses, unless you remain constantly alert to these and all other hazards while on District grounds.
- b) All renters' affiliates, including any employees, assistants, agents, students, family members and guests shall observe and practice good social behavior. Theft, use of alcohol or narcotics, flagrant damage of or destruction of District property or renter's property, abuse of animals, physical or verbal abuse of other renters, staff or contractors, or violation of any term or condition of this Agreement, including the General Rules and Regulations, may result, at District's discretion, in immediate expulsion from the District. In such event, renter's horse will be maintained until Renter makes other arrangements for its care, and any refund due will be made on a pro-rated basis. District and its managers and employees shall have the sole discretion and authority to interpret and enforce the provisions of this Agreement.
- c) Facility Use Rules
Renter shall comply at all times with the following facility use rules:
 - 1. Trotting or running horses will not be permitted outside of an arena.
 - 2. Minor children must be kept under constant supervision of parent or guardian.
 - 3. For safety, no riding double.
 - 4. No glass containers will be allowed on grounds.
 - 5. Renter may clean stalls before or after the daily cleaning, but shall deposit material in one of the corners of the stall for convenient removal at the next cleaning.

6. For everyone's safety, horses should not be ridden with just a halter. Please use headstall with proper control devices.
7. No stallions are allowed on the property.
8. No dogs are allowed on the property.
9. Speed limit on District premises is 5 miles per hour in all driveways and parking lots. All vehicles must be parked in designated parking areas.
10. No smoking/vaping is permitted in the equestrian center facility.
11. Pick up all manure dropped while grooming, washing or walking your horse(s) around the barn areas immediately. Any manure pullings should be swept up and disposed of in the trash receptacles.

d) Arena Rules

12. When entering an arena, a rider should make sure they are seen and wait for a break in the traffic to enter.
13. Horses or riders who are obviously inexperienced or are having difficulty deserve the right-of-way and lots of space. Cut across the arena or circle accordingly. When overtaking someone from behind, pass them wide, about a horse length away, more if the horse is obviously upset by your move. When meeting someone head on, pass left hand to left hand, or on the right as you would in a car. Again, pass at a comfortable distance.
14. Do not stop on the rail for anything except schooling, and then, not for long periods of time. As a general rule, faster traffic should pass to the inside track, slower horses on the outside track (the rail).
15. Riders under the age of eighteen (18) must wear a helmet that meets the American Society of Testing and Materials (ASTM) standards (or any other nationally recognized standard for equine helmets) which is properly fitted and fastened securely upon the rider's head by a strap when riding horses. No jumping at any time without protective headgear, shoes with heels, and full tack. Be aware of horses on course and anticipate their direction of travel. Do not stand or sit on or near the arena rails.
16. Rules for each arena are posted at each arena entrance. The course may be changed or jump poles relocated. Arena is to be returned to its original position as soon as renter is finished. Any pole or standard dislocated shall be replaced immediately. Horses are not to be turned out in these arenas.

e) Tack Rooms/Office Space Rules

17. No space heaters allowed in any tack room/office space.
18. No overnight stays allowed.
19. No modifications of any kind can be done without the expressed written consent of the District.
20. Renters are responsible for their own equipment and the general order of their tack room/office space.
21. Do not stack items in and around the aisle ways. Please make sure all your personal items are out of the way of others and clear from horses.

22. Trash should be placed in designated waste bins.

23. Renters with Tack Room/Office Space must comply with all California State Fire Codes.

f) Barn Aisles

24. Feed and tack must be in a container and the containers must be kept in good shape.

25. Feed and tack containers must conform to the following standards:

- No items may extend more than 34 inches from the stall.

26. No writing on any of the feeders or stalls. If there is a need to have notes for trainers, groomers, etc., please use a small dry-erase board.

g) Hot Walkers

27. Renter shall limit the use of hot walkers to one-half hour. Renter shall be respectful of, and use courtesy, when other renters are waiting. No horse shall be left on a non-moving hot walker.

h) Wash Racks

28. Wash racks are provided as a courtesy to Renters on an "as available, first-come, first-served" basis. User shall shut off the valve when finished. Drying of horses on the wash rack is not permitted when others are waiting.

i) Horse Shoeing

29. All shoeing, trimming and resets will be done in the shoeing racks only. There are no exceptions without prior arrangements with District management.

j) Trailers

30. Due to a limited number of parking spots on District property, renters may not store their trailers on District property unless a parking spot and permit are assigned to them by District. A monthly charge will be assessed for any trailer stored on District property as set forth in the current Schedule of Fees (Exhibit W). District does not accept liability for any theft or damage to trailers.

k) Possessory Lien

31. Renter acknowledges that, pursuant to Civil Code Sections 3080-3080.22, District shall have a lien on your horse(s) for money which may become due for providing livestock services. Pursuant to this statutory lien, District has the right to take possession and control of the horse(s) for the purpose of securing the obligation to pay board fees. Other charges for livestock services shall continue during District's possession, even though you may be refused access to or use of the horse(s), and that District has the right to sell your horse(s) to satisfy its lien and for costs of sale.

1) Security Deposit

32. Security deposits are required for new renters effective April 15, 2023.

33. The security deposit may be used for the purpose of repairing damage for which the tenant is responsible (beyond normal wear and tear), outstanding feed bills, etc. The tenant shall conduct a pre move-out inspection of the stall(s) BEFORE moving out at which time management shall inform the tenant of needed repairs in writing. The tenant shall have the right to make any repairs identified at the pre-move out inspection at his/her expense before the move out date without deduction from the security deposit. Within 30 days, management shall return the deposit. If any deductions are made, management shall provide the tenant with a itemized statement of expenses and receipts for cleaning or repairs for which deductions were made from deposit.

34. Security deposit requirements are as follows:

TYPE	DEPOSIT REQUIRED
1 horse	Equal to 1 month's rent (Based on stall size. For example, if a horse will be boarded in a 12' x 12' stall, deposit shall be \$644).
2 to 5 horses	Equal to 1 month's rent (Based on stall size. For example, if 1 horse will be boarded in a 12' x 12' stall, and another will be boarded in a double stall 12' x 24', then deposit shall be \$644+\$1,023=\$1,667). Capped at deposit on 2 horses (based on larger stall size).
6+ horses	Equal to 1 month's rent on full stall rate deposit capped on first 2 horses boarded (based on larger stall size). 20% deposit will be required on any additional stalls (based on stall size). For example, if 10 horses will be boarded, and you require two double stalls (12' x 24') and 8 single stalls (12' x 12'), deposit would be \$1,023+\$1,023+\$1,030.40 (20% deposit on other 8, 12' x 12' stalls)=\$3,076.40
Tack Room	Equal to 1 month's rent (\$358)
Locker	Equal to 1 month's rent (based on locker size)

DISTRICT AGREES:

1. To provide equestrian center office hours which will be as follows: Monday through Saturday, from 8:30 a.m. to 5:00 p.m., and 8:30 a.m. to 12:30 p.m. on Sundays. The office will be closed on holidays.
2. Allow use of the equestrian center facilities between 6 a.m. and 10 p.m. All outside arena lights will be turned off at 10 p.m. For after hour emergencies, please call District Public Safety at 714-708-1588.
3. Provide entry to the Equestrian Center property through Gate 9, off Arlington Drive. Should Gate 9 need to be closed, Renter will be provided with alternate Gate access for entry.
4. To provide parking pass(es) to Renter. During the annual OC Fair, due to tighter parking access/restrictions, special parking passes will be issued to Renter.
5. To provide services (through outside Contractor) for Animal Feeding, Box Stall Cleaning and Arena Maintenance. The current Schedule of Fees will reflect the type of feed available and the associated cost (Exhibit W). Renter must notify District management and make appropriate arrangements for any adjustment in feeding.

California Fair Services Authority

EXHIBIT B**INSURANCE REQUIREMENTS****I. Evidence of Coverage**

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**
3. Coverages:
 - a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: **\$5,000,000 per occurrence** for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **\$5,000,000 per occurrence** for the following types of Motorized Events: automobile races, drifting exhibitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, enduro, pro stock; **\$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races; **\$3,000,000 per occurrence** for Rodeo Events all types **with a paid gate** and any Rough Stock events; **\$2,000,000 per occurrence** for Rodeo Events All Types **without a paid gate** and with any Rough Stock events and for Swap

Meets/Flea Markets held two or more times per calendar year; **\$2,000,000 per occurrence** for the following Motorized events: car jumping contests/demonstrations of hydraulic modifications to automobiles; **\$2,000,000 per occurrence** for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the contractor/renter's activities, or business to be conducted under the contract or rental agreement/lease, must be listed in the Certificate of Insurance. If there is a self-insured retention or deductible in the contractor/renter's coverage equal to or in excess of \$100,000, the self-insured retention/deductible amount shall be included as part of the Certificate of Insurance. A copy of the contractor/renter's policy declaration page containing this information as an attachment/exhibit to the Certificate of Insurance will be acceptable, provided it contains all the aforementioned information.

- b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.
 - c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.
 - d. Medical Malpractice - Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.
 - e. Liquor Liability - Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.
4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.
 5. Certificate Holder:
 - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
 - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.
7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

- B. CFSA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

- C. Master Certificates - A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

- D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.
2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.
3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from

contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

4. **Certified Copies of Policies** - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.
2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.
3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.
4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

STANDARD CONTRACT TERMS AND CONDITIONS (F-31, RENTAL AGREEMENT)**1. National Labor Relations Board (PCC Section 10296)**

Contractor, by signing this contract, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against contractor within the immediately preceding two-year period because of the contractor's failure to comply with an order of a Federal Court which orders the contractor to comply with an order of National Labor Relations Board (Public Contract Code Section 10296).

2. Resolution of Contract Disputes (PCC 10240.5, 10381)

If, during the performance of this agreement, a dispute arises between contractor and Fair Management, which cannot be settled by discussion, the contractor shall submit a written statement regarding the dispute to Fair Management. A decision by Fair Management shall be made to the Contractor in writing, and shall be final and conclusive. Contractor shall continue to perform contract requirements without interruption during the dispute period.

3. Non-Discrimination Clause

During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

4. Amendment (GC 11010.5)

Contract modification, when allowable, may be made by formal amendment only.

5. Assignment

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

6. Termination

The State reserves the right to terminate any contract, at any time, upon order of the Board of Directors by giving the contractor notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the fair of any further payments, obligations, and/or performances required in the terms of the contract.

Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

SCTC, F-31 (revised 10/01)

7. Governing Law

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

8. Conflict of Interest (PCC 10410, 10411, 10420)

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (PCC 10410):

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (PCC 10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service. If

Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420).

9. Contractor Name Change

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

10. Air or Water Pollution Violation (WC 13301)

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

State of California Division of Fairs & Exposition SCTC, F-31 (revised 12/19)

EXHIBIT E

NOISE ORDINANCE:

A general awareness of all OC Fair & Event Center sound systems is important to understand the critical task of maintaining sound levels within a specific window for all areas in order to minimize the overall impact of sound from the OC Fair on surrounding neighborhoods.

OC Fair sound systems will have strict sound control measures in place.

ALL dB references are measured as FLAT response, NOT 'A' weighted. This applies to all dB levels referenced herein.

The OC Fair has a noise injunction specifically applied to the Pacific Amphitheatre. However, this applies to all events.

The injunction states that at a distant house (547 Serra Way) the level must not exceed 55 dB. The house is approximately 2,000 feet from the Grandstand Arena. The injunction applies to all sound emanating from the OC Fair, DURING Fair time.

For all year round events taking place outside of fair time, there is a 5 dB reduction in maximum levels. In other words, the 55 dB maximum is reduced to a 50 dB maximum.

There is a strict 10:00 p.m. curfew in effect unless an extension of curfew is approved in writing by the CEO or COO of the 32nd District Agricultural Association (District) prior to the event.

GENERAL SOUND LEVEL GUIDELINES, APPLIED TO ALL AREAS:

NOTE: outside of fair, all references to 55 db are lowered to 50 dB.

- 1) Maximum, broadband (20 Hz to 15 KHz) noise level, measured at FOH, will not exceed peaks of 92 dB under any circumstances.
- 2) Behind the stage, measured at noise level will not exceed peaks of 70 dB under any circumstances. This includes direct FOH system energy, stage monitors, backline equipment and any reflected energy from the surrounding buildings.
- 3) Note that the objective is to keep SPL at or below 55 dB in ALL areas where houses are located.
- 4) Any combination of 1 or 2 above resulting in noise levels exceeding 55 dB in surrounding neighborhoods must result in a lowering of level until the level in the neighborhood is within compliance.

IN SUMMARY:

NOTE: outside of fair, all references to 55 db are lowered to 50 dB.

- 1) No more than 55 dB in any area where a home is located.
- 2) No more than 70 dB behind stages.
- 3) No more than 92 dB at FOH.
- 4) If any combination of the above results in greater than 55 dB in any area where housing is located, levels will be immediately decreased until compliance is met.

Measurements will be taken during each event to insure that the level is at or below an average of 92 dB at FOH, 70 dB at the rear of the stage.

Every effort will be taken by the Contractor to insure that the noise ordinance is strictly adhered to.

- 1) In all cases, apply reasonable care to:
 - a) Not interfere with surrounding vendors activities.
 - b) Maintain a level reasonably consistent with the program material and audience size to be covered.
 - c) At no time will the audio level exceed 90 dB 50 feet from the audio system.
 - d) If speakers are in close proximity to audience members, sound level 10 feet from speakers will not exceed 85 dB.
 - e) The Noise Injunction is to be respected and adhered to at all times.

2) Contractor is specifically responsible for insuring compliance as indicated herein.

3) Contractor will respond to requests from District personnel to reduce levels as required.



Exhibit F - Assembly Bill 1499

If you haven't already heard, the California Legislature enacted Assembly Bill 1499 (AB 1499). The bill became effective July 1, 2018 and requires retailers (commercial exhibitors/vendors, merchants, concessionaires, etc) who make sales of tangible personal property at a California state-designated fairground to separately report the sales amount on their Sales and Use Tax Return. The OC Fair & Event Center (OCFEC) is a California state-designated fairground. When you operate at the OCFEC as well as at other state-designated fairgrounds, on-premises sales that you and/or your vendors generate are to be reported separately for each specific fairground.

Please note that AB 1499 does not impact current state and local sales tax charged in Orange County or in other California locales. It does, however, direct the California Department of Tax and Fee Administration (CDTFA) to reallocate $\frac{3}{4}$ of 1% of the total amount of reported gross receipts and to appropriate these monies to the Fair and Exposition Fund for specified fairground operational and infrastructure needs projects. This funding contributes to upgraded fairground facilities that will help event producers and vendors grow their businesses.

Below are links to helpful information on how this may affect you and your vendors.

Please take the time to read through the information and pass along to all of your vendors who will be on OC Fair and Event Center property for your upcoming event.

If you or your vendors have any questions, please contact the California Department of Tax and Fee Administration's customer service line at 1-800-400-7115. Representatives are available Monday - Friday (except state holidays), from 8:00 a.m. to 5:00 p.m. (Pacific time).

California Department of Tax and Fee Administration
<http://www.cdtfa.ca.gov/industry/state-fairgrounds.htm>

California Legislative Information
http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201720180AB1499

Westerns Fairs Association
<https://www.westernfairs.org/p/members/subsidiaries/cfa/ab1499>

Thank you for being a valued part of the OCFEC's Year Round Event Program and ensuring that all of your participating retailers are aware of and in compliance with AB 1499. We look forward to your upcoming events.



EXHIBIT V

COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES

1. **Scope.** As a result of the worldwide COVID-19 pandemic, the 32nd District agricultural Association (OCFEC) implemented numerous essential protocols and procedures to protect OCFEC staff, renters, event promoter/producer employees, exhibitors, vendors, contractors, subcontractors, volunteers and members of the public. These protocols and procedures do not supersede or replace any existing orders issued by local governments, the State of California or the Federal Government. The protocol and procedure guidelines (COVID-19 Guidelines) apply equally to all organizations and persons doing business on OCFEC property, both public and private, and all event types, commercial, trade or other, hosted at the OCFEC.
2. **Sick, elderly and vulnerable persons.** Anyone who feels sick should remain at home. In addition, high-risk persons who are over 65 years of age, or anyone with chronic illness or underlying medical conditions, should continue to follow recommendations to stay at home and limit public interaction.
3. **Physical Distancing in the Workplace.** Physical distancing of a minimum of six (6) feet should be maintained between customer-facing employees and the general public, and – to the extent practical – between employees in the field or at employee workstations. Where isolation of employees in the field or at employee workstations is impractical, face coverings must be worn without exception.
4. **Handwashing, Personal Protective Equipment, and Testing.** Renters, event promoters, event producers, exhibitors, vendors, and their respective contractors, subcontractors and volunteers (collectively, “Business Partners”) conducting business at the OCFEC must require all customer-facing employees to either wash their hands or use hand sanitizer every thirty minutes, or wear disposable gloves which are to be changed as frequently as specified by guidelines established for each applicable job assignment. Face coverings must be provided to all employees.

Before starting a shift, all OCFEC employees and all Business Partner employees, must have their temperatures taken and documented, and individual(s) will not be permitted to remain at work if the temperature reading exceeds 100.4 degrees (°) Fahrenheit. Affected individual(s) may only return to work after registering and documenting their temperature reading below 100.4° Fahrenheit for seventy-two (72) consecutive hours.

All OCFEC event attendees, before entering OCFEC premises, must have their temperatures taken and documented. Any OCFEC event attendee with a temperature reading above 100.4° Fahrenheit will not be permitted to attend the event and will be required to immediately leave the OCFEC premises. Paid admission/parking fee refunds will be subject to processing schedule.

All competitive professional and amateur sports participants, including youth sports participants, must be tested for COVID-19 at least one (1) week before the date of the

scheduled competition, and will not be permitted to compete if the intended participant tests positive for COVID-19. If the intended participant tests positive for COVID-19, he/she will not be allowed to participate in any activities at the OCFEC until after (i) receiving a negative result on a subsequent COVID-19 test and (ii) satisfying the specified 14-day (or otherwise governmentally specified) COVID-19 quarantine period.

OCFEC Business Partners should make every effort to limit physical touch points at their respective places of business, including at the OCFEC. All OCFEC event promoters must significantly increase frequency of sanitation and disinfection measures at all workstations and equipment that come into contact with OCFEC employees and the general public. All OCFEC Business Partners must assess and identify the frequency of necessary sanitation and disinfection practices, and will review and agree upon a sanitation and disinfection schedule with the OCFEC.

Face coverings and disposable gloves must be worn by all OCFEC Business Partner customer-facing employees. All OCFEC event attendees and visitors must wear appropriate face coverings. Physical barriers, if available, are preferred but not required as the general public will make the personal decision of whether to attend an event at the OCFEC and/or patronize an OCFEC Business Partner. For the benefit of the public, OCFEC employees and Business Partner employees, handwashing or hand sanitizing should be done as soon as possible following the handling of materials that come in contact with the general public.

5. **Event Attendance Limitations.** Attendance at all OCFEC events, including all move-in and move-out activities, must be limited at any given time, to no more than the current maximum attendance levels permitted by all applicable local and state orders or laws.

OCFEC Business Partners must establish and actively enforce measures to monitor and ensure attendance limitation compliance. If an OCFEC Business Partner fails to comply with event attendance limitations, the OCFEC in its sole and absolute discretion may cancel the event without notice and refer the matter to local law enforcement.

6. **OCFEC Business Partner Compliance.** OCFEC Business Partners shall make every effort to assure compliance with COVID-19 related mitigation requirements. If an OCFEC Business Partner fails to comply with these COVID-19 Guidelines, the OCFEC in its sole and absolute discretion may close non-compliant event spaces, exhibitor spaces or other such rental spaces, or may cancel the event without notice and refer the matter to local law enforcement.
7. **Covid-19 Release and Waiver of Liability.** As consideration for being permitted to conduct event activities at the OCFEC, OCFEC Business Partners must acknowledge and agree to all COVID-19 Pandemic and related governmental orders, directives and guidelines, and forever release the 32nd District Agricultural Association, the State, California Fair Services Authority ("CFSA"), the County, the Lessor, and any fair affiliated organization, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner's employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs,

distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner's participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.

8. **Event Organization Protocols.** Each OCFEC Business Partner must submit event organization-specific COVID-19 related infection mitigation protocols and procedures for OCFEC review and approval no later than thirty (30) days before the event's scheduled move-in date. The OCFEC reserves the right to reject any protocols and procedures that are in conflict with, or are less stringent than, the COVID-19 Guidelines. If the OCFEC rejects the OCFEC Business Partner's COVID-19 related infection mitigation protocols and procedures, the OCFEC Business Partner must resubmit revised infection mitigation protocols and procedures for review no less than fifteen (15) days before the event's scheduled move-in date. If OCFEC Business Partner fails to submit the COVID-19 related infection mitigation protocols and procedures on time, the OCFEC in its sole and absolute discretion may terminate the agreement and cancel the event without notice.
9. **Further Action as Necessary.** The OCFEC reserves the right to modify these COVID-19 Guidelines as circumstances warrant. Specifically, the OCFEC recognizes that additional restrictions not reflected in these guidelines may be necessary to address the health and safety of certain populations depending upon their age or underlying health concerns, or otherwise to address medical issues as they arise.

I HAVE CAREFULLY READ THIS AGREEMENT EXHIBIT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A CONTRACTUAL AGREEMENT BETWEEN MYSELF AND THE 32ND DISTRICT AGRICULTURAL ASSOCIATION, THE STATE, CFSA, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

08/22/2023 | 16:00:44 PDT

Executed on _____, 20____.

OCFEC BUSINESS PARTNER



Signature

Address

Address



Exhibit W

EQUESTRIAN CENTER SCHEDULE OF FEES (Effective June 1, 2023 for current tenants. Rates apply to any NEW incoming tenants.)*		
Type	Fee	Occurrence
12' x 12' Box Stall (shavings included)	\$644	Monthly
Double Stall (12' x 24') (shavings included)	\$1,023	Monthly
Office or Tack Room	\$358	Monthly
Trailer Parking	\$138	Monthly
*Stalls are cleaned daily and are fully bedded with shavings.		

LOCKER FEES**		
Type	Fee	Occurrence
Locker, Large	\$220	Monthly
Locker, Small	\$110	Monthly
Locker	\$17	Monthly
Locker, Big	\$44	Monthly
**Locker availability is limited.		

FEED PRICES*** (Effective August 1, 2023)	
Type	Fee (per portion per month)
Alfalfa	\$76.00
Bermuda	\$71.00
Cubes	\$50.00
Orchard	\$91.00
Timothy	\$88.00
Horses are fed twice daily.	

Examples:

- Box stall feeding 2 flakes of alfalfa in the morning and 1 flake of alfalfa in the evening.
\$644 + \$76 + \$76 + \$76 = \$872 (3 portions of feed per month)
- Box stall feeding 2 flakes of timothy in the morning and 1 bucket of cubes in the evening.
\$644 + \$88 + \$88 + \$50 = \$870 (3 portions of feed per month)

Any fraction of a portion will be charged as 1 portion.

***Please note that feed prices are subject to change based on fuel prices, market fluctuations and/or unforeseen economic circumstances.

Rev 7/13/23

RELEASE AND WAIVER OF LIABILITY AGREEMENT

Jody Ghosland

I, _____ (“Participant”), acknowledge that I have voluntarily applied to participate in the following activities at _____ OC Fair (the “Fair”):

Horse riding and all related activities including, but not limited to, lessons, training, practices, Plexercise of any horses, or any other equestrian related activity involving instruction, guidance or direction by any individual, licensed or unlicensed, whether for compensation or not.

I AM AWARE THAT THESE ACTIVITIES ARE HAZARDOUS ACTIVITIES AND THAT I COULD BE SERIOUSLY INJURED OR EVEN KILLED. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN.

I verify this statement by placing my initials here: _____
 Parent or Guardian’s initials (if under 18): _____

As consideration for being permitted by the Fair, the State of California (“State”), the County of _____ Orange (the “County”), and any lessor of the fair premises (“Lessor”), to participate in these activities and use the Fair premises and facilities, **I forever release the Fair, the State, the County, the Lessor, any fair affiliated organization, and their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively “Releasees”) from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) my participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, (iii) the negligence of any trainer or instructor involved in the abovementioned activities, or (iv) the condition of the premises where these activities occur, whether or not I am then participating in the activities.** I also agree that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives will not make a claim against, sue, or attach the property of any Releasee in connection with any of the matters covered by the foregoing release.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE FAIR, THE STATE, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

08/22/2023 | 16:00:44 PDT

Executed at _____ Orange, California on _____, 20____.

PARTICIPANT/RELEASOR**PARENT OR GUARDIAN**

Signature

Address: _____



Signature

Address: _____

IF YOU ARE UNDER 18 YEARS OF AGE, YOU AND YOUR PARENT OR GUARDIAN MUST SIGN AND INITIAL THIS FORM WHERE INDICATED.