

**OC FAIR & EVENT CENTER  
STANDARD AGREEMENTS FOR BOARD APPROVAL  
OCTOBER 2023**

1 of 1

| <b>CONTRACT #</b> | <b>CONTRACTOR</b>               | <b>DESCRIPTION</b>              | <b>EFFORT<br/>TYPE</b>      | <b>TERM</b>  | <b>RECEIPT<br/>AMOUNT</b> | <b>NOT TO<br/>EXCEED<br/>EXPENSE<br/>AMOUNT</b> |
|-------------------|---------------------------------|---------------------------------|-----------------------------|--|---------------------------|---|
| SA-219-23PA       | Iration Music LLC f/s/o Iration | Iration at Pacific Amphitheatre | Fair Time                   | 08/11/23 - 08/13/23  |                           | \$90,000.00                                     |
| SA-224-23YR       | Tandem Partnerships             | Sales Services                  | Fair Time and<br>Year Round | 12/01/23-11/30/25<br>with 3, one year<br>options                             |                           | Commission                                      |
| SA-223-23YR       | US Bank National Association    | Travel payment services         | Year round                  | 11/1/23-MSA-5-23-<br>99-37-01 unless<br>terminate earlier by<br>State Agency |                           | \$0.00  |

**STANDARD AGREEMENT**

STD 213 (Rev. 03/2019)

R \_\_\_\_\_ A \_\_\_\_\_ F \_\_\_\_\_

AGREEMENT NUMBER

**SA-219-23PA**

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER**

CONTRACTOR NAME

**IRATION MUSIC LLC F/S/O IRATION**

2. The term of this Agreement is: **08/11/2023** through **08/13/2023** **FED ID:**

3. The maximum amount of this Agreement is: **\$90,000.00**  
**See Exhibit B for payment details.**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – **To provide “Iration” at Pacific Amphitheatre on Friday – Sunday, August 11 - 13, 2023. See Page 2 for additional details. Contractor certifies compliance with applicable requirements in the talent agency section of the Labor Code (§271, §272, and §1700.5 - §1700.22).**

Pages 1 – 4

Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)

Page 5

Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)

Pages 6 – 10

Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)

Pages 11 – 13

Exhibit E – Pacific Amphitheatre House Rider (Insurance Requirements) (Attached hereto as part of this agreement)

Pages 14 – 17

Exhibit F – Covid-19 Infection Mitigation Protocol & Procedure (Attached hereto as part of this agreement)

Pages 18 – 20

Exhibit G – Pacific Amphitheatre Decibel Level & Sound Covenant (Attached hereto as part of this agreement)

Pages 21 – 22

Exhibit H – OCFEC Procedures (Attached hereto as part of this agreement)

Pages 23 – 27

*Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.*

*These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>*

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

**CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

**IRATION MUSIC LLC F/S/O IRATION**

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED



PRINTED NAME AND TITLE OF PERSON SIGNING

**c/o Tim Beeding, Agent or Authorized Signatory**

CONTRACTOR BUSINESS ADDRESS

**Creative Artists Agency  
2000 Avenue of the Stars, Los Angeles, CA 90067  
(619) 838-8787 tim.beeding@caa.com**

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER**

AUTHORIZED SIGNATURE

DATE SIGNED



PRINTED NAME AND TITLE OF PERSON SIGNING

**Michele Richards, Chief Executive Officer**

CONTRACTING AGENCY ADDRESS

**88 Fair Drive, Costa Mesa, CA 92626**

**California Department of General  
Services Use Only**

☐ Exempt per:

## EXHIBIT A – SCOPE OF WORK (CONT.)

### The Pacific Amphitheatre Performance Offer

OC Fair & Event Center • 88 Fair Drive • Costa Mesa, CA 92626

This document constitutes a formal Offer to Perform based on the information specified below

| Performance |  | Offer           |
|-------------|--|-----------------|
| Headliner   | <b>REBELUTION</b>                        |                 |
| Support 1   | <b>IRATION/THE EXPENDABLES/PASSAFIRE</b> | <b>\$30,000</b> |
| Support 2   |  | <b>\$0</b>      |

|                  |           |                  |         |                 |      |
|------------------|-----------|------------------|---------|-----------------|------|
| Today's Date     | 8/2/23    | Expiration Date  | 2/14/23 | Revision Date   | TBD  |
| Performance Date | 8/11-8/13 | Performance Time | TBD     | Doors Open      | TBD  |
| Support 2 Start  | TBD       | Support 1 Start  | TBD     | Headliner Start | TBD  |
| Presale Date     | TBD       | Public Sale Date | TBD     | Curfew          | 10PM |

|       |              |        |  |
|-------|--------------|--------|--|
| Agent | Aaron Pinkus | Agency | Wasserman  |
| Phone | 831-375-4889 |        | <a href="mailto:apinkus@teamwass.com">apinkus@teamwass.com</a> |

| The Pacific Amphitheatre Contact Information |              |       |  |       |              |
|--|--------------|-------|--|-------|--------------|
| Buyer  | Lisa Sexton  | Email | <a href="mailto:lsexton@ocfair.com">lsexton@ocfair.com</a> | Phone | 714.708.1707 |
| Marketing                                    | Lisa Sexton  | Email | <a href="mailto:lsexton@ocfair.com">lsexton@ocfair.com</a> | Phone | 714.708.1707 |
| Production                                   | Ray Woodbury | Email | <a href="mailto:ray@rkde.net">ray@rkde.net</a>             | Phone | 909.821.3157 |
| Contracts                                    | Jay Xudan    | Email | <a href="mailto:jxudan@ocfair.com">jxudan@ocfair.com</a>   | Phone | 323-459-4555 |
| Buys   | Jay Xudan    | Email | <a href="mailto:jxudan@ocfair.com">jxudan@ocfair.com</a>   | Phone | 323-459-4555 |
| Counts                                       | Jay Xudan    | Email | <a href="mailto:jxudan@ocfair.com">jxudan@ocfair.com</a>   | Phone | 323-459-4555 |

| Ticket Scaling |            |       |           |          |         |                 |
|----------------|------------|-------|-----------|----------|---------|-----------------|
| Section        | Capacity   | Comps | ADA Kills | Sellable | Base    | Gross Potential |
| Pit / Circle   | 469        | 30    | 8         | 431      | \$51.00 | \$21,981.00     |
| Orchestra 1    | 1,750      | 85    | 10        | 1,655    | 41.00   | 67,855.00       |
| Orchestra 2    | 748        | 85    | 10        | 653      | 31.00   | 20,243.00       |
| Orchestra 3    | 0          | 0     | 0         | 0        |         | 0.00            |
| Terrace 1      | 2,798      | 100   | 12        | 2,686    | 21.00   | 56,406.00       |
| Terrace 2      | 2,391      | 100   | 12        | 2,279    | 11.00   | 25,069.00       |
| Terrace 3      |            | 0     | 0         |          |         | 0.00            |
| Total Per Show | 8,156      | 400   | 52        | 7,704    |         | \$191,554.00    |
| Ticket Add-Ons |            |       |           |          |         |                 |
| Source         | Per Ticket |       |           |          |         |                 |
| Fair Admission | \$14.00    |       |           |          |         |                 |
| Facility Fee   | \$5.00     |       |           |          |         |                 |

| Projected Performance Expenses |       |                   |           |
|--------------------------------|-------|-------------------|-----------|
| Headline Guarantee             | Shows | Performance Total | Run Total |
| Headline Guarantee             | 1     | \$0               | \$0       |
| Support 1 Guarantee            | 1     | 30,000            | 30,000    |
| Support 2 Guarantee            | 1     | 0                 | 0         |
| House Nut                      | 1     | 104,560           | 104,560   |
| Advertising                    | 1     | 15,000            | 15,000    |
| Total Costs                    |       | \$149,560         | \$149,560 |

## EXHIBIT A – SCOPE OF WORK (CONT.)

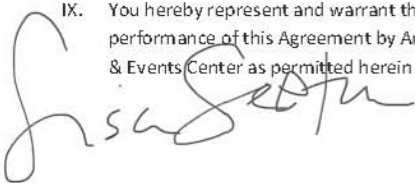
### Performance Offer Deal Points

- Performance Financial terms – \$30,000 flat for Iration/ night for 3 nights . Current TM fees on top of gross price: Pit Circle \$65 + \$6.50 , Orchestra 1 \$55 + \$6.00, Orchestra 2 \$49.50 + \$5.50, Terrace 1 \$39.50 + \$4.50, Terrace 2 \$35 + \$4.50. Offer is “all in” and inclusive of all costs including, but not limited to backline, additional production expense, air and ground transportation and hotel accommodations.
  - A. Offer is based on the ability arrive at a performance date and time which mutually agreed upon by both Artist and Venue.
  - B. As an agency of the State of California, the Venue is not permitted to provide performance deposits in advance of the performance date.
  - C. SUPPORT: \$37,500 – Iration (\$30,000) , The Expendables (\$5,000) , Passafire (\$2,500)
  - D. Artist is requested to participate in a pre-performance or post-performance meet & greet as arranged by the venue.
  - E. Artist is requested to participate in at least one media interview.
  - F. There is a strict 10:00 p.m. curfew imposed by the City of Costa Mesa and the State of California. Artist assumes all financial responsibility and/or other penalties that result from a failure to comply with this curfew.
  - G. Any income from parking, food and beverage concessions, ticket service charges, suites or box seats, local share of merchandise, etc., will not be shared in settlement.
  - H. Artist shall adhere to all laws, policies, rules and regulations applicable to the Event.
  - I. This agreement may not be modified, altered or amended, except by a written instrument signed by both parties.
  - J. There will be no cash available at settlement. Checks will be written to contracted entities only.
- II. Exclusivity.
  - A. The Pacific Amphitheatre will have market exclusivity for this performance. Should this offer be accepted, there will be no other performances or advertising of other performances by the Artist within an 80-mile radius [this includes Los Angeles, Inland Empire (including Pala, Pechanga and Southern California desert casinos), Northern San Diego County and Orange County] for 180 days before the performance date and extending through the day of the show.
- III. Ticketing.
  - A. Unless running concurrently with the venue presale and pulling from the same ticketing inventory, all fan club presales must end before the venue presales begins. **ARTIST FAN CLUB TICKETS MAXIMUM 125 TICKETS**
    - 1. If the Venue fulfills and distributes fan club tickets through venue will call there will be a \$3.00 per ticket charge.
    - 2. If Venue fulfills and distributes tickets by mail to individual fan club members, there will be a \$10.00 per order charge.
    - 3. Payment for any fan club presale fulfilled through the Box Office will be received Net 20 from the date the fan club presale ends.
  - B. If there are seats associated with a Artist-sponsored upsell, locations will be made available *after* the venue satisfies it seat hold obligations.
  - C. Rebelution is allotted 100 Orchestra complimentary tickets . Support – Iration, The Expendables, Passafire – 50 total for all 3 acts.
  - D. Complimentary tickets can be orchestrated through the Box Office on the day of the performance.
  - E. Artist or Artist representatives must request tickets to be held for potential purchase before the performance goes on presale or public sale. If no request is made, tickets will not be held. Tickets held for this purpose are considered sold. If these tickets have not been purchased within 10 business days before the event, they will be released without notification for public sale.
  - F. This offer assumes that the complimentary ticket allotments listed are approximate as related to press and promotion and upper limits as related to sponsors, venue, Artist and the OC Fair & Events Center. Tickets allocated as complimentary that are unused will be put back into the system and made available for public purchase with no change to the financial agreement.
  - G. Purchaser reserves the right to review and revise the ticket scaling in conjunction with the Artist prior to public on-sale. As part of this offer, Purchaser is granted all rights and control over the ticket inventory and ticketing processes (including, without limitation, presales and other sales mechanisms).
  - H. There will be no alteration of scaling such as “Premium” or “Platinum” without the mutual agreement of both the Venue and the Artist. In a case where price alteration does occur, additional ticket revenue will be divided evenly (50%/50%) between the Venue and the Artist.
  - I. The number of kills associated with accessible seating is a best estimate. In the event that fewer kills are needed for this purpose, they will be released for sale with no change in financial agreement.
  - J. Venue may, at its discretion, offer group discounts of up to 20%.
  - K. Venue may, at its discretion, offer two-for-one tickets to this to its season ticket holders.
  - L. Venue may, at its discretion, offer discounts of up to 50% to the public through its ticket service provider.
  - M. Venue may, at its discretion, offer discounts of up to 50% to the public through internet distribution serves such as, but not limited to, Groupon, Goldstar, Living Social, etc.
- IV. Production.
  - A. This offer is predicated on the fact that visiting production will be using in-house production at the Pacific Amphitheatre as described on the production page of the web site: [www.pacamp.com/production](http://www.pacamp.com/production). Password: production.
  - B. Ticket scaling has been determined by Purchaser financial analysis. Any additional gear or service required will be at the sole expense of the Artist. This includes, but is not limited to: specific consoles other than that provided for lighting and audio, backline, transportation, additional riser(s), musicians, video, or additional talent, hotel accommodations, video, etc.
  - C. Any labor required to make (strike and restore) changes to existing truss system is at the sole expense of the Artist.
  - D. Artist is welcome to bring additional production equipment, such as monitor systems, FOH console(s), lighting console(s), video walls, and additional lighting fixtures to be added to the pre-existing truss system. The cost of setting up additional equipment will be the sole responsibility of the Artist. Installed lighting system stays in place and will be gridded if artist production is carrying a lighting system to be flown. Artist’s system will rig around installed system.
  - E. If seats are killed as a result of any gear that is brought in specifically for a Pacific Amphitheatre performance, the artist will be charged back the face value of the killed seats plus any refund amount required to relocate guests who have purchased seats that must be killed.
  - F. Front of stage barricades cannot be added after the performance goes on sale to the public.
  - G. The house nut includes two trucks of production. Any number beyond that can be charged \$2,000.00 per truck.
  - H. There is a \$5,000.00 origination fee, plus any IATSE Local 504 labor, and additional production team costs to video record the performance.



**EXHIBIT A – SCOPE OF WORK (CONT.)**

- I. One (1) runner will be provided for an event/show. Runner is shared with all artists. Runner will start at load in time. Runner will be relieved no later than 1 hour after show comes down. Runner will be driving a 15-passenger van. Runner works on show day only. Runner has a 15-mile radius to work within. PAC AMP Production reserves the right to provide UBER or LYFT services for evening bus driver or personnel pickup.
- J. Load in no earlier than 9am (9am breakfast / 9:30am Load in) for any event in order to allow for labor turnaround laws.
- V. Safety & Security.
  - A. The safety and security of everyone in attendance at any performance at the Pacific Amphitheatre is of premiere consideration.
  - B. Non-performers and/or non-stage crew members may not congregate and/or view the performance from the stage, the stage wings, or any other production area.
  - C. Every person entering the backstage area must expect to be screened (metal detectors included) before entering.
  - D. Every person entering the backstage area must expect to be identified as someone who belongs there. And, every person granted access must wear visible identification and/or credentials demonstrating access has been verified.
    - 1. Those not wearing identification will be stopped by backstage security until access can be verified.
  - E. If required, every person entering any part of the venue must adhere to health and safety protocols.
  - F. Every person entering the backstage production work areas (this includes all areas backstage other than the Artist dressing rooms and Artist dressing room compounds) must wear closed toe shoes and any other protective gear necessary for their function.
  - G. Every local and visiting crew member must adhere to all safety procedures and use appropriate protective gear at all times.
  - H. California State law will be enforced.
- VI. Force Majeure.
  - A. 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, destruction of the [VENUE] or the destruction of District's facilities such that the OC Fair is cancelled 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 any performance and neither party shall have any further liabilities and/or obligations in connection therewith. In the event of a multiple show engagement, if such an occurrence shall occur necessitating the cancellation of any show(s), then the Contractor shall be paid on a prorated basis for shows(s) performed.
  - B. The Purchaser retains the absolute right to reject this offer or revise the terms of this offer with no financial obligation to the Artist if the Purchaser determines, in its sole and absolute discretion, that the event contemplated by this offer cannot proceed due to local, California or Federal government order, plague, epidemic, pandemic, outbreaks of infectious disease, or any other public health crisis, including, but not limited to, social or physical distancing orders, capacity reductions, or other guest or employee restrictions.
  - C. Additionally, if Purchaser determines, in its sole and absolute discretion, that if there exists negative public perception and that such negative public perception has a negative impact on ticket sales for the Event, then the Purchaser in its sole and absolute discretion may, at least (30) days before the Event, cancel the Event without any liability, payment or other form of consideration to the Artist. Alternatively, by mutual agreement, the Event may be rescheduled for a date that is mutually acceptable both Purchaser and Artist.
- VII. Merchandise.
  - A. Venue sells merchandise at a 70/30 split on non-copyright material, and 90/10 on copyright material.
    - 1. If Artist wishes Venue to promote advance merchandise sales, the split will remain the same for these sales.
    - 2. Venue may, at its discretion, sell Venue-branded merchandise side by side with Artist merchandise. All revenue from such sales will remain with the Venue.
- VIII. Catering
  - A. Catering is capped at \$7,500 per event, inclusive of all artists, which may include breakfast, lunch, dinner and dressing room rider. Any catering beyond these parameters, including but not limited to 'after show food' and 'bus stock' will be at the sole expense of the Artist.
  - B. There are no catering buyouts.
  - C. No alcohol, tobacco, clothing or expendables are provided under the catering or dressing room budget. Expendables include, but are not limited to such as batteries, grooming products, candles, flowers, etc.
  - D. Alcohol is not provided, but may be purchased in advance through the venues Master Concessionaire. Contact information is available through the Production Manager.
  - E. Alcohol will not be permitted in any area identified as a working production area. This is essentially the stage and the entire backstage area other than Artist dressing rooms, the catering area, and the specified area in front of the Artist dressing rooms.
    - 1. These working areas are restricted to essential personnel only.
- IX. You hereby represent and warrant that you have the full power to enter into this agreement on behalf of the Artist, that the delivery and performance of this Agreement by Artist has been duly authorized, and that the exploration of the rights of The Pacific Amphitheatre / OC Fair & Events Center as permitted herein shall not violate or infringe upon the rights of any other person.



Talent Buyer

Date

Artist Agent

Date

**EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS**

**BUDGET DETAIL:**

District Account #: 5790-72

**PAYMENT PROVISIONS:**

To pay Contractor a total not to exceed amount of NINETY THOUSAND DOLLARS (\$90,000.00) upon satisfactory completion of services herein required on Sunday, August 13, 2023.

Payment will be made by 32nd District Agricultural Association, State of California-issued check. As an agency of the State of California, the venue is not permitted to provide performance deposits in advance of the performance date.

**Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Sunday, August 13, 2023, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.**

-End Exhibit B-

**EXHIBIT C – GENERAL TERMS AND CONDITIONS**

GTC 04/2017

**1. APPROVAL:**

This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

**2. AMENDMENT:**

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

**3. 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.

**4. AUDIT:**

Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

**5. INDEMNIFICATION:**

Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

**6. DISPUTES:**

Contractor shall continue with the responsibilities under this Agreement during any dispute.

**7. TERMINATION FOR CAUSE:**

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

**8. INDEPENDENT CONTRACTOR:**

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

**EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)**

**9. RECYCLING CERTIFICATION:**

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

**10. 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.

**11. CERTIFICATION CLAUSES:**

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

**12. TIMELINESS:**

Time is of the essence in this Agreement.

**13. COMPENSATION:**

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

**14. GOVERNING LAW:**

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

**15. ANTITRUST CLAIMS:**

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

- a. The Government Code Chapter on Antitrust claims contains the following definitions:



**EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)**

- i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

**16. CHILD SUPPORT COMPLIANCE ACT:**

For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

**17. UNENFORCEABLE PROVISION:**

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

**18. PRIORITY HIRING CONSIDERATIONS:**

If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

**19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

**EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)**

- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

**20. LOSS LEADER:**

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE BASED OFF THE SCOPE OF WORK)**

**CCC-04/2017 CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

|   |                                  |                          |
|---|----------------------------------|--------------------------|
| <i>Contractor/Bidder Firm Name (Printed)</i>    |                                  | <i>Federal ID Number</i> |
| <i>By (Authorized Signature)</i>                |                                  |                          |
| <i>Printed Name and Title of Person Signing</i> |                                  |                          |
| <i>Date Executed</i>                            | <i>Executed in the County of</i> |                          |

**CONTRACTOR CERTIFICATION CLAUSES**

**1. STATEMENT OF COMPLIANCE:**

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

**2. DRUG-FREE WORKPLACE REQUIREMENTS:**

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
  - i. the dangers of drug abuse in the workplace;
  - ii. the person's or organization's policy of maintaining a drug-free workplace;
  - iii. any available counseling, rehabilitation and employee assistance programs; and,
  - iv. penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
  - i. receive a copy of the company's drug-free workplace policy statement; and,
  - ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)**

**3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**

Contractor certifies that no more than one (1) 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 Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

**4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:**

Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

**5. EXPATRIATE CORPORATIONS:**

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

**6. SWEATFREE CODE OF CONDUCT:**

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

**7. DOMESTIC PARTNERS:**

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

**DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

**1. CONFLICT OF INTEREST:**

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.



**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)**

**Current State Employees (Pub. Contract Code §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 (Pub. Contract Code §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. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

**2. LABOR CODE/WORKERS' COMPENSATION:**

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

**3. AMERICANS WITH DISABILITIES ACT:**

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

**4. 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.

**5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)**

**6. RESOLUTION:**

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

**7. AIR OR WATER POLLUTION VIOLATION:**

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.

**8. PAYEE DATA RECORD FORM STD. 204:**

This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

## **EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT**

### **SHOW STARTING TIMES**

Each party shall make best efforts to adhere to all starting and ending times as indicated on the contract face.

### **CURFEW**

There is a strict 10:00 pm curfew in effect unless an extension of curfew is approved by the Entertainment Director of the District prior to the performance. If this curfew is not adhered to, Contractor may be liable and subject to litigation and fines by the State of California for breach of contract.

### **PAYMENT**

Contractor shall be paid by District check in the amount specified in this agreement immediately upon completion of performance. District shall have no obligation to pay Contractor under this Agreement unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement. At least ten (10) days prior to performance date, Contractor shall submit to District an accurately completed and signed State of California Std. 204 ("Payee Data Record"). Contractor may be subject to applicable California State *non-resident entertainer* withholding taxes by the State of California Franchise Tax Board (FTB). Contractor acknowledges and agrees District is **required** to withhold seven percent (7%) of payments to *nonresident* bands, orchestras, plays, dance teams, circuses, and other performing entities if all payments by the District to Contractor exceed \$1,500 for the calendar year. A waiver or reduced amount of withholding can be *initiated by the non-resident entertainer*, using Franchise Tax Board forms. For access to the applicable forms, and for further information, refer to the State of California Franchise Tax Board website, [www.ftb.ca.gov](http://www.ftb.ca.gov) and search "Nonresident Entertainment Withholding Procedures." Additional references for information can be found at [www.ftb.ca.gov](http://www.ftb.ca.gov), [www.ftb.ca.gov/forms/2008/08\\_1017.pdf](http://www.ftb.ca.gov/forms/2008/08_1017.pdf) and [www.ftb.ca.gov/forms/2012/12\\_1017.pdf](http://www.ftb.ca.gov/forms/2012/12_1017.pdf).

Contractor acknowledges and understands that in the event Contractor fails to furnish a completed and signed Payee Data Record to the District prior to the Artist's performance date, the District is required to deduct the *nonresident* seven percent (7%) withholding from Contractor payment. The District is unable to reissue payment checks the day of performance. If Contractor subsequently provides the Payee Data Record to the District showing Contractor is a California resident, the District shall issue a check in the amount of the difference owed and paid Net 10.

### **PUBLIC ACCESS TO FACILITY**

The facility will be open to the public approximately 60 - 75 minutes prior to the start of the show. There shall be no exceptions to these stated times. These requirements are necessary to meet safety and crowd control procedures set by the State of California Fire Marshal and the Orange County Sheriff's Department.

### **DECIBEL LEVEL**

Contractor shall comply with all decibel and sound level requirements as detailed in Exhibit F – Pacific Amphitheatre Decibel Level and Sound Covenant.

### **MEDIA – WEB SITE**

The District requests that the Contractor place specific information about the OC Fair/Pacific Amphitheatre performance on the Artist website. Information should include the contracted entertainer's name, date, time of performances at the OC Fair, and a web-link to OC Fair website ([www.ocfair.com](http://www.ocfair.com)).

### **MEDIA – INTERVIEW**

The District requests that the contracted Artist consent to at least one fifteen (15) minute promotional interview with a local radio station, to be selected by the District only if agreed to by the Artist, in advance of their performance at the OC Fair. Please contact the District's Communications Department at (714) 708-1543 to coordinate the interview. The foregoing is subject to Artist's prior approval and availability subject to Artist's management prior approval.

### **MEDIA – VIDEO**

Local affiliates of national television networks, upon issuance of proper District press credentials and prior written approval of Artist's representative, may be allowed to videotape up to three (3) minutes of performance for non-commercial news purposes only and subject to advance with Artist's management.

**EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)**

**MEDIA – STILL PHOTOGRAPHY**

Representatives of legitimate press organizations, upon issuance of proper District press credentials subject to Artist's management prior written approval, may be allowed to photograph a portion of the performance at Artist's discretion for local, non-commercial review purposes only, subject to Contractor's approval.

**SOUND, VIDEO AND LIGHTS**

Contractor agrees to use District-provided sound, video and lighting equipment, except as otherwise provided on the Contract face. District will provide industry standard sound and lighting equipment.

Ray Woodbury of RK Diversified Entertainment Inc. is the Production, Lighting and Video contact:  
(909) 821-3157  
ray@rkde.net

Gary Hardesty of Sound Media Fusion is the contact regarding specifics for audio systems and dB level limitations:  
(818) 482-0193 audiomicro@aol.com

**RENTAL EQUIPMENT**

The District will upon request, arrange for an independent company to rent any equipment to Contractor that may be required by Contractor in connection with Contractor's performance under this Contract; provided, however, the District will not be responsible for payment of rental equipment, unless otherwise specifically stated in the Contract or as mutually agreed upon in advance.

**HOSPITALITY**

The District will provide meal service chosen from a District determined menu. District will use Artist's contract rider as a guide, but will be the final determiner of the meal that is served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e. tour bus food service) may be requested by the Artist at the Artist's expense from the on-site caterer. Catering itself will be capped at \$4,000.00 versus the cost of Artist's touring personnel staff for meals and dressing room riders, whichever is lower. After show food and bus stock is not provided. The District will not provide alcohol, tobacco, vape and cannabis products, nor will runners be available to secure these items. The OC Fair is a smoke-free event and the use of tobacco, vape and cannabis therein is strictly forbidden. (See attached Exhibit G – OCFEC Procedures)

Unless contracted, costs associated with the tour itself, including, but not limited to such items as hotel accommodations, travel fares, ground transportation, freight costs and backline are the financial responsibility of the Contractor.

Unless contracted, personal Contractor needs, including, but not limited to such items as massage, health care professionals and hairstylists are the financial responsibility of the Contractor. Runners are available on the performance day only and within a 15-mile radius.

**MERCHANDISING**

All merchandise sales are subject to a commission payable to the District. In the event any merchandise will be sold, please contact the District's Production Office. The Artist/Contractor shall provide the District with advance notification of Artist/Contractor's intent to sell merchandise. Merchandise sales are subject to 70%/30% split less tax with the venue selling the merchandise. CD sales will be subject to a 10% commission payable to the District. All merchandise sales are subject to these commission rates or as stated in the face of the Contract. Contractor will be responsible for paying sales tax and, in all instances, the foregoing split shall be paid after deduction of tax.

The District will provide adequate point(s) of sale to be advanced and mutually agreed. The District will provide merchandise sellers. In addition to any commission due and owing to the District under the provisions of the Paragraph, Contractor is responsible for all salaries, fees, costs, and expenses incurred by the District in providing personnel responsible for the merchandising sales transaction.



**EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)**

**SPONSORSHIPS**

District sponsorships shall not be excluded by Artist/Contractor's sponsorship commitments. District sponsor signage shall be used throughout the venue. District agrees the signage for District's sponsors will not imply or suggest Artist/Contractor endorses the sponsor, its products, or services. Each party shall not receive any revenues from the other party sponsorship agreements. Artists/Contractor's sponsorship signage may be used only upon the prior written consent of the District, not to be unreasonably withheld. Each party shall notify the other party of any potential conflicts related to sponsorships to the extent it is made aware.

The Amphitheatre is eligible for two sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Amphitheatre. The District retains the right to have title and presenting sponsor banners located throughout the Amphitheatre, including the stage area. Such sponsorships shall not interfere with Artist's performance area.

**ARTIST-SPONSORED PUBLIC MEETINGS**

Artist-sponsored public meet & greets taking place at the OC Fair / Pacific Amphitheatre are separate from this agreement and require an advance and separate agreement. Any and all costs associated with an Artist-sponsored public meet & greet are the sole responsibility of the Artist. This includes, but is not limited to, security, box office, gate staff, usher staff, meeting space, tables, chairs, etc.

Determination of staffing needs and the resulting costs for Artist-sponsored public meet & greets are at the sole discretion of the District.

**INSURANCE**

If Artist's performance involves the active participation of the audience in the act or any hazardous activity is part of the entertainment act, including, but not limited to, pyrotechnics, Contractor shall notify the District and meet all requirements for General Liability coverage as required by the California Fairs Services Authority prior to the performance. No indemnification, hold harmless or additional insured certificate will be provided to Contractor by the District.

**WORKERS' COMPENSATION INSURANCE**

Contractor warrants that it maintains Workers Compensation Insurance for Contractor and Contractor's employees in the amounts and to the extent required by law.

To the extent required by law, Contractor will comply with Section 3700 of the California Labor Code, which requires every employer be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code immediately upon hiring any employee and before commencing the performance of this Agreement.

**MISCELLANEOUS**

The performance may be emceed (i.e. "welcomed by") a local market radio station personality, which shall be selected by the District subject to Artist's management approval; however, Artist shall have the right to pre-approve any references to be made with respect to Artist. In no way shall this be considered a "co-promotion" or "presented by" situation. The Contractor will be informed of the station selected prior to the engagement.

**PROMOTIONAL MATERIAL AND ADVERTISING**

Contractor shall provide materials, including biographical information and photographs, at Artist's management discretion to the District for use in District's promotional and advertising material.

**DRUGS & PARAPHERNALIA**

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

**EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)**

**CONFLICT OF LAWS OR TERMS**

NOTWITHSTANDING ANYTHING IN THE ATTACHED ARTIST AGREEMENT, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA BOTH SUBSTANTIVE AND PROCEDURAL AND IN THE CASE OF CONFLICT BETWEEN THE DISTRICT/STATE AGREEMENT AND ARTISTS AGREEMENT, THE DISTRICT/STATE AGREEMENT SHALL PREVAIL IF THE PARTIES CAN NOT MUTUALLY AGREE UPON A RESOLUTION OF THE CONFLICT AND ONLY TO THE EXTENT NECESSARY TO ELIMINATE SUCH CONFLICT.

**MOST FAVORED NATIONS**

The terms of this Agreement shall be on a most favored nations basis with all other artists performing at the OC Fair in the year of Artist's Performance(s).

**FORCE MAJEURE CLAUSE**

If as a result of an 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, destruction of the Venue or the destruction of the District's facilities such that the OC Fair/Venue is cancelled 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 any performance and neither party shall have any further liability and/or obligations in connection therewith.

In the event of a multiple performance engagement, if such an occurrence should occur necessitating the cancellation of any performance(s), then the Artist shall be paid on a pro-rated basis for the show(s) performed.

The Purchaser retains the absolute right to reject this offer or revise the terms of this offer with no financial obligation to the Artist if the Purchaser determines, in its sole and absolute discretion, that the event contemplated by this offer cannot proceed due to local, California or Federal government order, plague, epidemic, pandemic, outbreaks of infectious diseases, any other health crisis, including but not limited to, social or physical distancing orders, capacity reductions, or other guest and/or employee restrictions.

Additionally, if Purchaser determines, in its sole and absolute discretion, that if there exists negative public perception and that such negative public perception has a negative impact on ticket sales for the Event, then the Purchaser in its sole and absolute discretion may, at least thirty (30) days before the event, cancel the Event without liability, payment or other form of consideration to the Artist. Alternatively, by mutual agreement, the Event may be rescheduled to a date that is mutually acceptable to both Purchaser and Artist.

**CONTRACTOR'S POWER AND AUTHORITY**

Contractor has the authority to enter into this Agreement and to furnish the services of Artist in connection with the terms and conditions contained herein. If the Artist is not signing and contracting in own name to perform the entertainment services, then the business entity that is signing and contracting to provide the services of the Artist shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation "f/s/o" (for the services of) and immediately followed by the name of the performing Artist(s) on the preprinted blank line on the first page.

-End Exhibit E-

**EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES**

**V06042020**

**1. SCOPE**

As a result of the worldwide COVID-19 pandemic, the 32<sup>nd</sup> 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.

**EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)**

Face coverings and disposable gloves must be worn by all OC FEC Business Partner customer-facing employees. All OC FEC 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 OC FEC and/or patronize an OC FEC Business Partner. For the benefit of the public, OC FEC 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 OC FEC 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.

OC FEC Business Partners must establish and actively enforce measures to monitor and ensure attendance limitation compliance. If an OC FEC Business Partner fails to comply with event attendance limitations, the OC FEC in its sole and absolute discretion may cancel the event without notice and refer the matter to local law enforcement.

**6. OC FEC BUSINESS PARTNER COMPLIANCE**

OC FEC Business Partners shall make every effort to assure compliance with COVID-19 related mitigation requirements. If an OC FEC Business Partner fails to comply with these COVID-19 Guidelines, the OC FEC 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 OC FEC, OC FEC Business Partners must acknowledge and agree to all COVID-19 Pandemic and related governmental orders, directives and guidelines, and forever release the 32<sup>nd</sup> 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 OC FEC Business Partner, OC FEC 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) OC FEC 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 OC FEC Business Partner is then participating in the activities.

**8. EVENT ORGANIZATION PROTOCOLS**

Each OC FEC Business Partner must submit event organization-specific COVID-19 related infection mitigation protocols and procedures for OC FEC review and approval no later than thirty (30) days before the event's scheduled move-in date. The OC FEC 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 OC FEC rejects the OC FEC Business Partner's COVID-19 related infection mitigation protocols and procedures, the OC FEC 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 OC FEC Business Partner fails to submit the COVID-19 related infection mitigation protocols and procedures on time, the OC FEC in its sole and absolute discretion may terminate the agreement and cancel the event without notice.



**EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)**

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.

-End Exhibit F-

**EXHIBIT G – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT**

The following limitations on sound generated by events in the Pacific Amphitheater as detailed in Paragraph A below have been established pursuant to litigation in the case of Orange County Fair Preservation Society v. 32<sup>nd</sup> District Agricultural Association, Orange County Superior Court No. 30-2012-00538751 and cannot be exceeded under any circumstances. Further, in support of the standards in Paragraph A below, the District maintains decibel maximums for sound generated by events as witnessed by listening tests and measurements at various locations within the District property and surrounding housing areas. These restrictions are detailed in Paragraph B below. By entering into the Agreement to provide entertainment at the Pacific Amphitheater, the Contractor specifically agrees to abide by these limits and the directives of the designated Sound Monitor or other designee.

**A. Sound Level Standards**

| <b><u>Sound Level Standards</u></b>  |                     |
|--|---------------------|
| <u>Location of Measurement:</u>  | <u>Sound Level:</u> |
| Residential neighborhoods (housing areas) adjacent to the OC Fair & Event Center | 55 dB(A)            |

The sound levels emanating from the Pacific Amphitheaters shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

**B. District-Required Sound Level Requirements**

| <b><u>Sound Level Standards</u></b> |                              |
|-------------------------------------|------------------------------|
| <u>Location of Measurement:</u>     | <u>Sound Pressure Level:</u> |
| The surrounding housing areas       | 55 dBA                       |
| Pacific Amphitheatre Front of House | 100 dB, no weighting         |

The sound levels emanating from the Pacific Amphitheater shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour, as measured in the housing areas; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour, as measured in the housing areas ; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour, as measured in the housing areas ; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

**EXHIBIT G – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT (CONT.)**

Note that the Front of House sound system, stage monitors and band instruments, are all contributors to the environmental noise and fall under this agreement, separately and/or in combination.

Contractor shall be bound by this Decibel Level and Sound Covenant and shall at all times during any pre-concert sound checks and the concert itself, operate within the sound level restrictions. Listening tests and random readings will be taken by the District throughout sound check and performance and Contractor will be advised by the District immediately in the event of any violation(s), whether the violation is based on a housing area listening test (based on the sole professional judgment of the District), a measurement, a complaint, or a combination thereof. Contractor agrees that upon discovery or notification by either the designated Sound Monitor or other designee of any occurrence of sound level exceedance, Contractor shall upon notice by the District immediately adjust the sound level to come into compliance with sound level specifications. The determination of sound level exceedance is at the sole discretion of the District's designated Sound Monitor or other designee.

The Contractor is advised that in the event of any repeated violation(s) of these standards after notice to Contractor, the Contractor may be subject to fines and/or penalties by public agencies other than the District, including federal, state, and/or local governmental or regulatory agencies.

In the event of repeated violations after notice to Contractor, the District may require the Contractor to immediately cease performance.

-End Exhibit H-

## **EXHIBIT H – OC FAIR & EVENT CENTER PROCEDURES**

**Procedure: OCFEC employees, contractors and contractor employees wearing identification while on OCFEC property in a working capacity. OCFEC employees wearing proper uniform.**

**Purpose: To ensure all OCFEC employees, contractors and contractor employees are wearing required photo identification and uniforms.**

### **Procedure 0001**

All OCFEC employees, contractors and contractor employees must wear the approved OCFEC identification badge at all times while working onsite. Identification badges must be worn around the neck using a breakaway lanyard, or in some other clearly visible area using a clip.

An OCFEC employee/contractor badge does not provide access to the backstage area of the Pacific Amphitheatre, The Hangar or the Action Sports Arena. In order to access these areas, employees, contractors and/or contractor employees must secure an authorized backstage pass for these areas. Only employees, contractors and/or contractor employees with a specific role/function requiring them to be in the backstage area may enter.

Backstage passes to The Pacific Amphitheatre, The Hangar and/or The Action Sports Arena may be requested by the Director or the Vice President overseeing an employee's/contractor's department. Requests will be forwarded to the Entertainment Director for fulfillment. Approved backstage passes must be worn around the neck using a breakaway lanyard, or in some clearly visible area using a clip.

All OCFEC employees shall wear their respective department's approved uniform/attire at all times when working on OCFEC premises during year-round events and during the annual OC Fair.

### **Distribution: OCFEC Staff and Contractors**

**Procedure: Backstage identification for visiting tour management and staff in The Pacific Amphitheatre, The Hangar and The Action Sports Arena. Stage access before, during and after performances.**

**Purpose: To ensure the safety and security of performers, performer crew, local crew and venue staff through proper credentialing.**

### **Procedure 0002**

In advance of any Pacific Amphitheatre, Hangar or Action Sports Arena event, tour management or promoter will provide local venue production management with a complete list of all members of the tour to best facilitate access into the venue and to maintain their safety and security while on site.

Venue production management will make this list available to all affected internal departments, along with necessary credentials to cover the list of names.

Many visiting tours will carry pre-existing tour credentials. Venue production management will share copies of tour credentials with affected internal departments. Verification of tour credentials will serve to authenticate these passes and allow them to be treated in the same way as local credentials.

**EXHIBIT H – OC FAIR & EVENT CENTER PROCEDURES (CONT.)**

For the protection of the Artist, visiting tour staff and other backstage working personnel, everyone must wear their approved identification in a visible area. Any person other than performers in a backstage area not wearing an OCFEC-issued or tour provided credentials will be asked to wear their credentials. If OCFEC or tour management cannot verify access for this person, they will be asked to leave the premises.

If a tour member at the Pacific Amphitheatre security checkpoint is not on the approved list, OCFEC venue Security (not touring) will reach out to venue production management. Venue production management will confer with visiting tour management to determine access status. Tour management will either approve or deny access and this status will be relayed to security at the point of entry. If approved, security will add the guests name to the access list and provide them with a single day pass.

The use of the stage/performance area is restricted to persons associated with the professional production of the performance. This includes performers, visiting production staff, OCFEC production staff and appropriate OCFEC venue staff. Members of the public and audience members will not be allowed on stage or in the performance area without advance discussion and approval.

If a performer wishes to bring an audience member or any other non-performer on stage during a performance, tour management must coordinate with venue production management. Venue production management will inform venue security. Venue production management will coordinate with venue security to facilitate safe implementation. While it is understood that stage invitations may be spontaneous, all possible efforts to coordinate must be made in advance so that authorized people are allowed on stage and the wrong people are not.

If the performer has guests they wish to invite side-stage during the performance, the performer must alert venue management. If it is felt these guests can be positioned safely and securely, venue management will inform venue security. Any guests allowed to stand side-stage during the performance must do so stage left only.

**Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, The Hangar OCFEC Venue Staff and Contractors, The Action Sports Arena Staff and Contractors, Visiting Performance Contractors.**

**Procedure: Pacific Amphitheatre backstage hospitality alcohol consumption.**

**Purpose: To ensure alcohol service and consumption is consistent with OCFEC/Pacific Amphitheatre's Master Concessionaire's liquor license rules and regulations.**

**Procedure 0003**

As an agency of the State of California, OCFEC/Pacific Amphitheatre cannot provide alcohol, tobacco or cannabis products. All alcohol service at OCFEC/Pacific Amphitheatre must be through its Master Concessionaire at a staffed cash bar.

Any individual who wishes to purchase or consume alcohol in the Pacific Amphitheatre backstage area, including the artist hospitality room, must be wearing an OCFEC wristband indicating they are at least 21 years of age. To obtain an OCFEC wristband, each individual must provide legal photo identification to alcohol compliance staff which verifies the holder is of legal drinking age (21 years or older).



**EXHIBIT H – OC FAIR & EVENT CENTER PROCEDURES (CONT.)**

Guests with All Access credentials may consume alcohol in either the hospitality room (Artist permitting), in front of the dressing rooms (Artist permitting), the area in front of the restrooms and local production offices, stage left wings when access to that area has been granted, or the upstairs catering area. These areas are included in those designated as *All Access*. There is a small area backstage reserved for the OCFEC Board of Directors. This area is not included in *All Access*.

Guests with Backstage credentials (as opposed to All Access credentials) may consume alcohol in the area in front of the restrooms and local production offices, or the catering area upstairs. These areas are included in those designated as *Backstage*.

Alcohol cannot be in any area designated as a working area. These areas include all areas not specifically identified in Procedure 0003, items 3 and 4.

**Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.**

**Procedure: Pacific Amphitheatre public meet & greets.**

**Purpose: To ensure safe coordination and implementation of Artist-initiated public meet & greets.**

**Procedure 0004**

All Artist public (not Artist invited guests) meet & greet gatherings must be coordinated through OCFEC/Pacific Amphitheatre Event Coordinators and Venue Marketing under the direction of the Entertainment Director. This team will advance and then coordinate with onsite departments including, but not limited to, Box Office, Production Management, Gate Staff, Security and tour meet & greet staff.

Any and all costs associated with an Artist-initiated public meet & greet will be passed onto the tour. These costs include, but are not limited to, Box Office Staff, Event Coordinators, Gate Staff and Security. Staffing is at the discretion of OCFEC/Pacific Amphitheatre and will be based on the venue's assessment of what numbers will provide optimal safety and security.

Appropriate meet & greet locations will be determined as required by the size and scope of each gathering. Space inside the Pacific Amphitheatre is limited. All details of each gathering must be discussed with an Event Coordinator well in advance of the event. Tours should not assume that any number of guests can be accommodated before discussion with an Event Coordinator.

Alcohol will not be served to public meet & greet guests.

**Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.**

**EXHIBIT H – OC FAIR & EVENT CENTER PROCEDURES (CONT.)**

**Procedure: Access to the Pacific Amphitheatre through the loading ramp security checkpoint.**

**Purpose: To ensure the safety and security of Performers, Tour Staff and Local Staff by verifying individual and vehicle access via the Pacific Amphitheatre loading ramp located on the West or third base side of the venue.**

**Procedure 0005**

Upon arrival at the OCFEC/Pacific Amphitheatre loading ramp security checkpoint, all guests, whether on foot or in a vehicle, must present to venue Security the appropriate credential, pass or identification granting access.

It's not uncommon for guests to arrive without credentials. If the guest has not been issued credentials, or they are not on the provided guest list, Security personnel shall reach out the venue Production Management for clarity. Security should do everything in their power to determine access one way or another in a timely manner.

Every individual with confirmed access must pass security inspection along with that person's belongings. This includes, but is not limited to inspection of bags and other personal items, walking through metal detection devices, and hand-held metal detection devices. No weapons of any kind, or anything considered by venue Security as inherently dangerous will be allowed in the venue.

After a duly authorized guest has passed security inspection, Pacific Amphitheatre loading ramp Security will log that person's name as well as the name of the person who granted access.

**Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.**

**Procedure: Access to the Pacific Amphitheatre backstage via interior access points.**

**Purpose: To ensure the safety and security of Performers, Tour Staff and Local Staff by verifying individual access to Pacific Amphitheatre backstage via interior access points.**

**Procedure 0006**

To access the backstage area, each individual must present an acceptable credential, pass or identification. Venue passes or tour passes are valid for one individual only and do not grant the holder the ability to bring guests without credentials into any part of the Pacific Amphitheatre.

Anyone attempting to enter the backstage area via the elevator, VIP chained entry near the Circle accessible seating area, or the concourse "Blue Door" must be wearing appropriate credentials before being given access.

Any person attempting to enter any of these areas without credentials must be referred back to whomever they say provided such access. Security personnel at this location do not have the authority to grant access to those without credentials, nor the means to research these kinds of problems.

For the safety and security of the Artist, Tour Personnel and Local Crew, the sharing of credentials is strictly forbidden. Anyone sharing credentials will have them confiscated with neither party being allowed backstage afterward.

**Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, Visiting Performance Contractors.**

**EXHIBIT H – OC FAIR & EVENT CENTER PROCEDURES (CONT.)**

**Procedure: Prevention of unauthorized access to The Pacific Amphitheatre, The Hangar or The Action Sports Arena being provided by OC Fair & Event Center (OCFEC) staff.**

**Purpose: To ensure that OCFEC staff, contractors and contractor staff do not provide access to ticketed events to those without tickets, and to ensure that individuals are not seated in locations without tickets for those seats.**

**Procedure 0007**

No OCFEC staff member, contractor or contractor employee other than a member of the Executive team, the Entertainment Director, an Entertainment Supervisor or Coordinator may walk a person into a ticketed venue without a ticket or appropriate credential. The only exception to this is if a member of the Executive team, the Entertainment Director, an Entertainment Supervisor or Coordinator provides express permission to do so.

No OCFEC staff member, contractor or contractor employee may use their OCFEC credential to enter a ticketed performance venue before or during a performance unless that person has a specific reason for being there. If a staff member, contractor or contractor employee has a specific reason for being in a ticketed venue, they should already have been assigned credentialed access.

No OCFEC staff member, contractor or contractor employee other than the Box Office Manager, the Entertainment Director, an Usher Supervisor, or Entertainment Supervisor may approve someone being placed into a reserved seat unless that person has a ticket to that specific seat. Seating someone without a proper ticket should only ever be done when a customer problem arises and until that problem can be corrected.

Failure to abide by this procedure will result in corrective action up to and including termination.

**Distribution: OCFEC Pacific Amphitheatre Staff and Contractors, OCFEC Hangar Staff and Contractors, OCFEC Action Sports Arena Staff and Contractors, Visiting Performance Contractors.**

-End Exhibit I-

AGREEMENT NUMBER

**SA-224-23YR**

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER**

CONTRACTOR NAME

**MOOR + SOUTH/PIER MANAGEMENT CO. LP DBA: TANDEM PARTNERSHIPS**

2. The term of this Agreement is: **12/1/2023 through 11/30/2025** **FED ID: 94-328680**  
**With three (3), one (1) year options**  
**(12/1/2025-11/30/2026; 12/1/2026-11/30/2027; 12/1/2027-11/30/2028)**

3. The maximum amount of this Agreement is: **Based on the Sales Commission at Approximately \$400,000 Per year**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are, by this reference, made a part of the Agreement.

|   |             |
|---|-------------|
| Exhibit A – Scope of Work – To provide sales services at the OC Fair & Event Center                                   | Pages 2-6   |
| Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)                          | Page 7-8    |
| Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)                                  | Pages 9-12  |
| Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)                            | Pages 13-16 |
| Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)  | Pages 17-19 |
| Exhibit F – OCFEC Megan’s Law Screening & Certification Form (Attached hereto as part of this agreement)              | Pages 20-21 |
| Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)  | Pages 22-24 |
| Exhibit H – Additional Contract Terms & Conditions (Attached hereto as part of this agreement)                        | Pages 25-29 |
| Exhibit I – COVID-19 Infection Mitigation Protocol & Procedure Guidelines (Attached hereto as part of this agreement) | Pages 30-33 |
| Exhibit J – Addendum #1   |             |

*Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.  
These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>*

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

**CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

**Moor + South/Pier Management Co. LP DBA: Tandem Partnerships**

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED



PRINTED NAME AND TITLE OF PERSON SIGNING

**Scott Gentner, President & CEO**

CONTRACTOR BUSINESS ADDRESS

**PO Box 193730, San Francisco, CA 94119**

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

**32<sup>ND</sup> District Agricultural Association/OC Fair & Event Center**

AUTHORIZED SIGNATURE

DATE SIGNED



PRINTED NAME AND TITLE OF PERSON SIGNING

**Michele Richards, Chief Executive Officer**

CONTRACTING AGENCY ADDRESS

**88 Fair Drive, Costa Mesa, CA 92626**

☐ Exempt per:

## **EXHIBIT A – SCOPE OF WORK**

### **CONTRACT REPRESENTATIVES**

#### **32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER**

Joan Hamill, Chief Business Development Officer

Phone (714) 708-1520

Ruby Lau, Director of Marketing  
(714) 708-1530

Tandem

Tamera Goddard Swager

Email: [tamara@tandempartnerships.com](mailto:tamara@tandempartnerships.com)

Phone (415-705-5584)

The District's Request For Proposal (RFP) for Sales Services, released June 30, 2023, is on file in the office of the 32nd District Agricultural Association and is incorporated herein by reference and made a part of this agreement.

The Contractor's bid proposal for the Sales Services dated September 1, 2023, is on file in the office of the 32nd District Agricultural Association and is incorporated herein by reference and made part of this agreement.

### **Executive Order N-6-22 – Russia Sanctions**

On March 4, 2022, Governor Gavin Newsom issued Executive Order [N-6-22](#) (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide the Contractor advance written notice of such termination, allowing the Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

## **SCOPE OF SERVICES**

### **A. MINIMUM QUALIFICATION REQUIREMENTS**

1. Contractor and/or Contractor Personnel shall have demonstrated knowledge, experience, expertise and ability to complete the overall scope of work specified.
2. Contractor and/or Contractor personnel shall have documented evidence of five (5) years of relevant experience providing similar sales services, or at least three (2) businesses similar to the OC Fair & Event Center.
3. Bidder may participate in an optional property walk-through on Thursday, July 20, 2023 at 11:30 a.m. Please contact Kelly Vu at [kvu@ocfair.com](mailto:kvu@ocfair.com) for location information and to arrange for parking and admission.

### **B. CONTRACTOR WILL SERVE AS SPONSORSHIP/SALES COORDINATOR AS FOLLOWS:**

1. Contractor shall report to the Marketing Director for Sponsorship sales and the Chief Business Development Officer for new event sales, and be responsible for meeting overall organizational sales goals in the areas of Corporate Sponsorship, Premium Space Sales, Mobile Marketing Tours and New Event Sales.

a. **Sponsorship** shall be defined as arrangements where the sponsor intends to promote its product or service through branding during the annual OC Fair or during other OC FEC-produced events throughout the year. This shall include such means as signage, promotions, discounts, bounce-backs, tie-ins or naming rights, administered through the Marketing Department.





b. **Premium Space** shall be defined as arrangements where commercial vendors are interested solely in rental space in choice locations on the District property to sell or promote their product or service during the annual OC Fair, administered through the Marketing Department.

c. **Mobile Marketing Tours** shall be defined as arrangements where companies are interested in promoting their product or service on-site through branding and/or sampling for a limited amount of time during the annual OC Fair, administered through the Marketing Department.

d. **New Event Sales** shall be defined as activities involved in sourcing and/or responding to new promoters, show managers, etc., under the direction and approval of District staff, who intend to enter into a rental agreement with the OC Fair & Event Center to hold their event at the District's property. A new event remains a new event until after the third contracting year, administered through the Event Sales Department.

e. **Group Event Sales/Club OC** shall be defined as activities involved in sourcing large corporate or community groups interested in having a large group private event at the annual OC Fair, administered through the Marketing Department.

2. Contractor's duties shall include developing and maintaining a comprehensive sales program based on information and direction provided by the Chief Business Development Officer for the annual OC Fair, Imaginology, year-round events, and any other self-produced event that the OC Fair & Event Center may add during the term of the contract.

3. Contractor shall receive direction and be accountable to the Chief Business Development Officer, and will work closely with other OC FEC departments including Marketing, Creative Services, Communications, Entertainment, Events, Facilities, Finance, Exhibits & Education, Agriculture Programs, Community Engagement and others in the fulfillment of client contracts and rental agreement terms.

## C. RESPONSIBILITIES

1. Contractor shall be responsible for working with the Chief Business Development Officer to establish specific revenue targets for the year with the following assumptions:

- a. Increase cash sponsorship revenue year-over-year;
- b. Sell 100% of available premium space during the annual OC Fair event;
- c. Increase revenue from mobile marketing tours year-over-year;
- d. Increase the number of new year-round events and contribute to year-over-year revenue growth of the 1 program, to include a focus on weekday business;
- e. Through proactive outreach, increase sales year-over-year for the Group Event Sales/Club OC group event program up to the point of booking all available openings.

2. Contractor shall be responsible for all activation and fulfillment of any and all contract entitlement provisions associated with acquired sponsor, premium space, mobile marketing and group sales clients including signage installation, collateral material coordination, on-site displays, hospitality benefits, facilities related-needs and all other contracted fulfillment requirements. In addition, Contractor will work closely with the Events Department to transition new events and group events from the sales process to the event coordination process. Contractor shall coordinate contract entitlement provisions with appropriate members of District Management and staff. Only those entitlements pre-approved by District Management shall be given to clients.

3. Contractor shall consult with Chief Business Development Officer to develop sales program elements, guidelines, policies, reports and promotional materials.

**Moor + South/Pier Management Co. LP DBA: Tandem Partnerships**

**SA-224-23YR**

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4. Contractor shall be expected to have a full-time presence at the District offices and attend all appropriate meetings as requested by District staff. Work space will be provided by the District at the District's discretion. At least one individual must be in a supervisory capacity and able to interact with the Chief Business Development Officer and District staff on sales strategy, priorities and issues. During the months of September-May, sales staff must include at least one full-time equivalent Monday through Friday during normal business hours. During the months of June-August, sales staff must be available to service sponsors, premium space clients, mobile marketing tours, and group event/Club OC clients from move-in through exit, and during all operating hours of the annual OC Fair. Contractor must also agree to have at least one sales staff available and on-site during event set-up and for all or a portion of event hours, dependent on event size and number of days, for any events sold by Contractor. On-site schedule during events to be coordinated and agreed upon in advance.
5. Contractor shall coordinate the invoicing and collection of all payments from sponsors with the District's Accounting Department.
6. Contractor will provide a weekly report to the Chief Business Development Officer and the Director of Marketing outlining sales activity and progress toward sales goals.
7. Contractor will disclose any financial interest in any existing and/or potential sponsor, premium space vendor, mobile marketing tour and/or event promoter to the District's Chief Executive Officer (CEO), Chief Business Development Officer and Director of Marketing.
8. Contractor shall be responsible for preparing deal points and working with District staff to execute sales agreements for sponsorship, premium space and mobile marketing tours on District's behalf, and work closely with the Events Department on the execution of rental agreements for group events during the annual OC Fair and new events throughout the year. This shall include obtaining prior approvals from the Chief Business Development Officer, Director of Marketing, Director of Events, or Director of Entertainment prior to submitting such agreements to the client, obtaining required documentation from clients and obtaining full execution, including fulfillment of insurance requirements and Megan's Law documentation, in a timely manner. This means that Contractor shall make every effort to submit a fully executed agreement no less than 60 days prior to the commencement of the contract term. Contractor will also make every effort to achieve full payment from the client prior to the start of the event. Contractor must notify the Chief Business Development Officer and the Director of Marketing within two (2) business days after a scheduled client payment is not met.
9. Contractor shall work directly with the District's Purchasing/Contracts Supervisor to ensure adherence to all State of California public contracting regulations, processes and procedures. This shall include, but is not limited to, obtaining prior approval on all client contracts from the District's Purchasing/Contracts Supervisor.
10. Contractor will provide an accurate account of the total number of admission tickets, concert tickets and parking passes used for fulfilling client agreements and/or business development purposes.
11. Contractor agrees that all work products, including, but not limited to notes, designs, drawings, reports, memoranda and all other tangible personal property of whatever nature, produced in the performance of the contract shall be the sole property of the District. Contractor shall provide said work products to the District upon request. Contractor may retain file copies of said materials.
12. Contractor shall perform all services required in a professional and timely manner.
13. Contractor understands and agrees to abide by all OC Fair & Event Center guidelines and policies (current and future), rules and regulations outlined in District's Email and Internet Policy, Harassment Policy, Safety Policies, and Commercial Space and Concessions Program Rules and Regulations Handbook.
14. Contractor understands that the District utilizes Momentus Technologies event management software and will be expected to use the software to book events and create event estimates directly in the system. Training will be provided by District staff as necessary.
15. Contractor is prohibited from offering or accepting any gift or gratuity to or from any employee and/or officers of the 32<sup>nd</sup> District Agricultural Association, or any client, vendor or outside agency as employees and officers are not permitted to accept them under any circumstances.

16. Contractor understands and agrees that this will be a non-exclusive agreement. District may hire other Contractors for work of a similar or identical nature.

17. Contractor understands that District policy prohibits the sale of a Title, Naming or Presenting Sponsorship for the annual OC Fair or the OC Fair & Event Center property.

#### D. BUDGET

##### **Sponsorship, premium space and mobile marketing tours**

The annual budget goals for sponsorship, premium space and mobile marketing tours begin at \$2,330,000 with expected growth of approximately three percent (3%) each year. There shall be a focus on converting trade to cash such that the total trade component each year does not exceed 17% of the total annual sales goal.

| Contract Year | Total Annual Sales Goal |
|---------------|-------------------------|
| 2024          | \$2,330,000             |
| 2025          | \$2,399,900             |
| 2026          | \$2,471,897             |
| 2027          | \$2,546,054             |
| 2028          | \$2,622,436             |

##### **Event Sales**

The annual budget goals for new event sales, including facility rental, parking and food and beverage begin at \$818,438 with expected growth of approximately three percent (3%) each year. Commission is not paid on either event equipment and/or personnel, or after the third contracting year.

| Contract Year | Total Annual Sales Goal |
|---------------|-------------------------|
| 2024          | \$818,438               |
| 2025          | \$842,991               |
| 2026          | \$868,281               |
| 2027          | \$894,329               |
| 2028          | \$921,159               |

## E. COMPENSATION

1. The contracted amount will be based on winning bidder's proposed commission amounts not to exceed the maximum rate as follows:

|  |     |
|--|-----|
| Cash from new sponsors, mobile marketing tours and premium space renters   | 15% |
| Cash from renewing sponsors, mobile marketing tours and premium space renters  | 8%  |
| Budget-relieving trade, both new and renewing sponsors, mobile marketing tours and premium space renters   | 3%  |
| Incremental cash from renewing sponsors, mobile marketing tours and premium space renters  | 15% |
| Revenue from new year-round facility rentals, including parking lot event rentals (paid for the first 3 years of a new event unless for a multi-year agreement)      | 17% |
| Revenue from new year-round event patron parking (paid for the first 3 years of a new event unless for a multi-year agreement)                                       | 1%  |
| Revenue from new year-round event food and beverage; includes catering and concessions (paid for the first 3 years of a new event unless for a multi-year agreement) | 2%  |

1. Commission payments will be paid only upon OCFEC's receipt of clients' payments and upon receipt of Contractor's invoice with appropriate back-up documents.
3. "New sponsor, mobile marketing tour and premium space renter" is defined as a client sold by the sales agency with whom the District has not entered into an agreement for the prior annual event, i.e. OC Fair, Imaginology, Veterans Day, etc.
4. "New events" is defined as a client sold by the sales agency with whom the District has not entered into an agreement within two years of the date of the initial agreement.
5. "Revenue from year-round event parking" is defined as revenue derived from paid guest parking for new events sold by the sales agency, paid for the first three years of a new event.
6. "Revenue from year-round food and beverage is defined as revenue derived from food and beverage sales associated with new events sold by the sales agency, paid for the first three years of a new event.
7. "Renewing sponsor, mobile marketing tour and premium space renter" is defined as an end-user client sold by the sales agency with whom the District has had a signed agreement for the prior annual event, i.e. OC Fair, Imaginology, Veterans Day, etc. regardless of the event they partnered with, or the agency that represented the client.
8. "Budget-relieving trade" is defined as tangible goods or services, which would be used for District business, and are budget relieving.
9. "Incremental cash" is defined as additional cash realized from a renewal above and beyond the cash earned the previous year.
10. Contractor shall be paid on budget-relieving trade accounts as follows:
  - a. Contracts written as "until filled, completed or exhausted" shall be paid at the time the contract is signed and has received all necessary District required approvals.
  - b. Contracts written on budget-relieving trade accounts which indicate a specific end date shall be paid when that end date is reached.

**EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS**

**BUDGET DETAIL:**

District Account #: Various: Sponsorship – 5490-87  
Premium Space – 5490-87  
Group Sales – 5490-87  
Year Round Event Sale and Club OC– 5490-30

**PAYMENT PROVISIONS:**

Payment will be made Net 30 upon satisfactory completion of services herein required and upon receipt of the proper invoice.

The invoice shall be itemized and contain the District's Purchase Order number 51976. Invoice to be sent via email to [AP@ocfair.com](mailto:AP@ocfair.com) or mailed as follows:

OC Fair & Event Center  
Attn: Accounts Payable  
88 Fair Drive  
Costa Mesa, CA 92626

1. Payment Rates:

**Form A-3: FINANCIAL PROPOSAL BID FORM**  
**RFP NUMBER SS-01-23**  
Page 1 of 2

**BIDDERS MUST USE FINANCIAL PROPOSAL BID FORM PROVIDED BY THE DISTRICT,  
FAILURE TO DO SO WILL RESULT IN DISQUALIFICATION**

*By submitting a proposal, Bidder acknowledges acceptance of the commission rates listed below OR indicates a lower commission rate as part of the bid. If the proposed percentage rate is higher than the maximum in any category the proposal will be rejected.*

*Do not modify this form or give options.*

**For calculation purposes only, the District will use the estimated sales goal in each of the following sales categories multiplied by Bidder's proposed commission percentage in each category to determine lowest bid. This calculation will not reflect the overall "not to exceed" contract amount.**

|   | Sales Goal*<br>(based on<br>2024) | Maximum<br>Commission<br>Rate | Bidder's<br>Proposal<br>% |
|---|-----------------------------------|-------------------------------|---------------------------|
| Cash from new sponsors, mobile marketing tours and premium space renters  | \$483,475                         | 15%                           | 15 %                      |
| Cash from renewing sponsors, mobile marketing tours and premium space renters   | \$1,398,000                       | 8%                            | 8 %                       |
| Budget-relieving trade, both new and renewing sponsors, mobile marketing tours and premium space renters                          | \$396,100                         | 3%                            | 3 %                       |
| Incremental cash from renewing sponsors, mobile marketing tours and premium space renters   | \$52,425                          | 15%                           | 15 %                      |
| Revenue from new year-round event facility rentals (paid for the first 3 years of a new event unless for a multi-year agreement)  | \$409,788                         | 17%                           | 17 %                      |
| Revenue from new year-round event parking (paid for the first 3 years of a new event unless for a multi-year agreement)           | \$281,750                         | 1%                            | 0 %                       |
| Revenue from new year-round event food and beverage (paid for the first 3 years of a new event unless for a multi-year agreement) | \$126,900                         | 2%                            | 0 %                       |

\* Sales goal will increase annually according to the budget charts in Section D.

**All bidders must complete** the following information and sign this form in order for the "Financial Proposal Bid Form" to be considered.

Bidder certifies to the District that Bidder has thoroughly familiarized self with the District facilities and in submitting this proposal accepts all reasonable disclosed risks that a prudent review of the facility would have revealed.

By its signature on this proposal form, the bidder certifies that he/she has read and understands the RFP package including the information regarding bid protests. Further, the bidder certifies that he/she has read and understands any and all addenda issued by the District related to this RFP. Further, the bidder certifies that the information provided by the bidder is accurate, true and correct, and not intended to mislead the District in any manner.



**EXHIBIT C – GENERAL TERMS AND CONDITIONS**

Page 1 of 4

GTC 04/2017

**1. APPROVAL:**

This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

**2. AMENDMENT:**

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

**3. 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.

**4. AUDIT:**

Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

**5. INDEMNIFICATION:**

Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

**6. DISPUTES:**

Contractor shall continue with the responsibilities under this Agreement during any dispute.

**7. TERMINATION FOR CAUSE:**

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

**8. INDEPENDENT CONTRACTOR:**

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

**EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)**

Page 2 of 4

**9. RECYCLING CERTIFICATION:**

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

**10. 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.

**11. CERTIFICATION CLAUSES:**

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

**12. TIMELINESS:**

Time is of the essence in this Agreement.

**13. COMPENSATION:**

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

**14. GOVERNING LAW:**

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

**15. ANTITRUST CLAIMS:**

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

- a. The Government Code Chapter on Antitrust claims contains the following definitions:

**EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)**

Page 3 of 4

- i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

**16. CHILD SUPPORT COMPLIANCE ACT:**

For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

**17. UNENFORCEABLE PROVISION:**

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

**18. PRIORITY HIRING CONSIDERATIONS:**

If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

**EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)**

Page 4 of 4

**19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

**20. LOSS LEADER:**

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

**EXHIBIT D – SPECIAL TERMS AND CONDITIONS**

Page 1 of 4

**CCC 04/2017 / CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

|   |                                  |                          |
|---|----------------------------------|--------------------------|
| <i>Contractor/Bidder Firm Name (Printed)</i>    |                                  | <i>Federal ID Number</i> |
| <i>By (Authorized Signature)</i>                |                                  |                          |
| <i>Printed Name and Title of Person Signing</i> |                                  |                          |
| <i>Date Executed</i>                            | <i>Executed in the County of</i> |                          |

**CONTRACTOR CERTIFICATION CLAUSES**

**1. STATEMENT OF COMPLIANCE:**

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

**2. DRUG-FREE WORKPLACE REQUIREMENTS:**

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
  - i. the dangers of drug abuse in the workplace;
  - ii. the person's or organization's policy of maintaining a drug-free workplace;
  - iii. any available counseling, rehabilitation and employee assistance programs; and,
  - iv. penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
  - i. receive a copy of the company's drug-free workplace policy statement; and,
  - ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)**

Page 2 of 4

**3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**

Contractor certifies that no more than one (1) 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 Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

**4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:**

Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

**5. EXPATRIATE CORPORATIONS:**

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

**6. SWEATFREE CODE OF CONDUCT:**

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweat free Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

**7. DOMESTIC PARTNERS:**

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

**8. GENDER IDENTITY:**

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.



**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)**

Page 3 of 4

**DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

**1. CONFLICT OF INTEREST:** 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 (Pub. Contract Code §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 (Pub. Contract Code §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. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

**2. LABOR CODE/WORKERS' COMPENSATION:**

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

**3. AMERICANS WITH DISABILITIES ACT:**

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)**

Page 4 of 4

**4. 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.

**5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

**6. RESOLUTION:**

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

**7. AIR OR WATER POLLUTION VIOLATION:**

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.

**8. PAYEE DATA RECORD FORM STD. 204:**

This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

## EXHIBIT E – INSURANCE REQUIREMENTS

Page 1 of 3

California Fair Services Authority #23-01-01

### 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, burnout contests/competitions, 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, endure, 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 such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; \$2,000,000 per occurrence for the following: Concerts: 2,000 and more attendees; Extreme Attractions\*: All Types, including but not limited to bungee attractions, ejection seats, sky scrapers, Trampoline Things/quad jumpers, zip line or similar attractions requiring a Cal/OSHA permit to operate; Fair time Kiddie Carnival Rides: Up to 6 kiddie rides (includes book-in rides); Interim Carnival Rides; Extreme Attractions; Law Enforcement: All types, including but not limited to city police, county sheriff, California Highway Patrol, county probation, California Department of Corrections, state or federal military. Mutual indemnification in the contract may substitute for coverage with written approval from CFSA. Mechanical Bulls; Motorized Events: Car jumping contests/demonstrations of hydraulic modifications to automobiles; Rave Type Events: Any dance or concert which extends beyond midnight; Rodeo Events: All Types without a paid gate and with any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events but including barrel racing, penning, and roping; **\$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



### **EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)**

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.

**EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)**

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.

-End Exhibit E-



**EXHIBIT F – MEGAN’S LAW SCREENING CERTIFICATION AND LISTING**

**OC Fair & Event Center**

Page 1 of 2

This form must be completed legibly, with all information requested. Typewritten or computer-generated forms or reports may be substituted provided that: all required information is included in columnar form, and the listing report is attached to this form. The certification section must be signed by an authorized representative of the contractor.

**Company/Organization Name:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_ **Contact Telephone:** \_\_\_\_\_

**Type of Company/Organization**      **Contractor**      **Consultant**      **Concessionaire**  
**(Circle one):**                              **Entertainer**      **Exhibitor**      **Volunteer**

**Other/Explanation if Needed:** \_\_\_\_\_

The undersigned represents and warrants that attached to this Megan’s Law Screening Certification and Listing is a full, true, correct, complete, and accurate listing of all persons scheduled to work or volunteer for the company/organization identified above (“Contractor”) during the annual OC Fair or Imaginology. If any other or additional individuals will be performing work, labor, or services, I understand that my company/organization is required to submit a supplemental listing(s) identifying those individuals.

The undersigned represents and warrants that all persons and individuals performing services on behalf of Contractor, including, but not limited to, its agents, employees, subcontractors, and volunteers have been screened for sex offender registration before each individual commenced work, services, and/or was present at the OC FEC facility. The undersigned represents and warrants that no individual who is a registered sex offender will be assigned or permitted to perform services on behalf of Contractor at or on OC FEC premises.

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless OC FEC from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorney’s fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of Contractor’s obligations under this Megan’s Law Screening Certification and Listing, regardless of responsibility of negligence; by reason of death, injury, property damage, however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OC FEC. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the OC FEC with respect to the sole negligence or willful misconduct of the OC FEC, its employees, or agents (excluding the Contractor, or any of its employees or agents).

The undersigned represents and warrants that he/she is fully authorized to execute this Megan’s Law Screening Certification and Listing on behalf of Contractor.

\_\_\_\_\_  
Company/Organization Representative’s Signature

\_\_\_\_\_  
Title of Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date



**Please duplicate this listing sheet if additional space is required**

**EXHIBIT G – UNIFORM AND ID PROCEDURES & CERTIFICATION**

Page 1 of 3

**PROCEDURE FOR:** Uniforms for Contractors and their Employees.

**PPE (Personal Protective Equipment):** Closed-toe shoes and steel toe work shoes/boots where appropriate and other PPE as required by task and OSHA guidelines.

**Purpose:** To ensure all OCFEC contractors, including employees, are wearing company approved uniforms when present in a working capacity at the OCFEC.

**Procedure: 0004**

1. Each OCFEC contractor and its respective employees (collectively, "Contractor") shall wear their own company uniform at all times when working on OCFEC property, including without limitation, the Pacific Amphitheatre, The Hangar and Action Sports Arena.
2. A uniform can be a logo T-shirt, polo style shirt or full button down shirt; if a jacket (or outerwear) is also required, the jacket must have the company logo on the front of the jacket. OCFEC will require pre-approval of the company uniform style and logo. The company logo must be highly visible and non-offensive in nature and at the discretion of OCFEC management.
3. If a Contractor wears a jacket (or outerwear), the required photo identification must remain visible at all times. (see OCFEC Contractor Photo Identification Procedure)
4. If any OCFEC Contractor is not in the approved attire, they may be asked to stop work until a reasonable solution can be found.
5. If any OCFEC Contractor violates OCFEC procedures, including this OCFEC Contractor Uniform Policy, OCFEC management will ask the Contractor to permanently replace that employee.
6. If any OCFEC Contractor continuously violates any OCFEC procedure, management may ask the Contractor to replace that employee until they are able to comply.

**Responsibilities:** All staff, Supervisors, Managers, Directors, Vice Presidents

**Review:** July 1, 2021 - Annually in January

**EXHIBIT G – UNIFORM AND ID PROCEDURES & CERTIFICATION**

Page 2 of 3

**PROCEDURE FOR:** OCFEC Contractors and their Employees wearing identification in the Pacific Amphitheatre, back stage and on OCFEC property.

**PPE (Personal Protective Equipment):** Break-away OCFEC photo identification card lanyard.

**Purpose:** To ensure all contractors and their employees are properly wearing required identification.

**Procedure: 0005**

1. Each OCFEC contractor and its respective employees (collectively, "Contractor") must wear OCFEC approved or supplied photo identification cards around their neck or in another highly visible area at all times while working for the OCFEC. (Note: an additional clip option is available due to work requirements).
2. The OCFEC department Director responsible for the work area will provide a complete list of all Contractors to badging trailer personnel. All Contractors must visit the OCFEC trailer to have their photograph taken and to be provided with their OCFEC photo identification card and a break-away lanyard (and/or clip if requested by the contractor)
3. The OCFEC department Director responsible for the work area will provide a copy of this OCFEC Contractor Photo Identification Procedure to all contractors to review and this OCFEC Contractor Photo Identification Procedure shall be incorporated as part of all OCFEC contracts.
4. Contractors may not access the backstage area of the Pacific Amphitheatre without a backstage pass, which must be pre-approved by the OCFEC department Director.
5. The Entertainment Director will gather names and develop a backstage pass list. The list will be evolving. The full list, along with updates, will be shared with Pacific Amphitheatre back stage Security Manager for their information and use. All Pacific Amphitheatre backstage passes must be worn by the OCFEC Contractor as described above.
6. OCFEC Vice Presidents and the Chief Executive Officer may submit names for the assignment of a Pacific Amphitheatre backstage pass. Submission of names must be sent to the Entertainment Director for addition to the master list and for fulfillment.
7. OCFEC Department Directors may submit names for consideration for the assignment of a Pacific Amphitheatre backstage pass provided these people have a purpose for being there. Requests should be sent by Directors to their Vice President for approval and then onto to the Entertainment Director for fulfillment.
8. All Contractors must be courteous and cooperative when at any venue access point, entry, gate or if approached by Security/Law Enforcement for ID inspection.
9. Contractors will be allowed in the Pacific Amphitheatre backstage area only to perform job functions. Once the Contractor completes the Contractor's job functions in the Pacific Amphitheatre backstage area, Contractor must immediately leave the area.
10. Contractors not properly wearing approved OCFEC identification will be asked to put their identification on. If they do not have their identification and their contractor status can be verified, they will be assigned a temporary pass. If their contractor status cannot be verified, they will be asked to leave property and only return with their approved identification.
11. If any OCFEC Contractor continuously violates any OCFEC procedure, management may ask the Contractor to replace that employee until they are able to comply.

**Responsibilities:** All staff, Supervisors, Managers, Directors, Vice Presidents

**Review:** July 1, 2021 - Annually in January

**EXHIBIT G – UNIFORM AND ID PROCEDURES & CERTIFICATION**

Page 3 of 3

By signing this form, the bidder has read and understood OCFAIR's policies above, and is agreeing to follow all procedures.

\_\_\_\_\_  
(Print Name & Title)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

-End Exhibit G-

**EXHIBIT H – ADDITIONAL CONTRACT TERMS AND CONDITIONS**

Page 1 of 5

**1. AUTHORIZED REPRESENTATIVE**

Contractor must maintain one (1) or more English speaking representatives who are authorized to take immediate action and make requested adjustments and/or changes as required by District Management. This person must be identified to the District as the Contractor's authorized representative.

**2. LICENSES, PERMITS AND CERTIFICATIONS**

Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s), permits(s) and certification(s) required by law or as part of this contract for accomplishing any work required in connection with this agreement. In the event any license(s), permit(s) or certification(s) expire at any time during the term of this contract, Contractor agrees to provide agency a copy of the renewed license(s), permit(s) or certification(s) within thirty (30) days following the expiration date

In the event the Contractor fails to keep in effect at all times all required license(s), permit(s), and certification(s), the District may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

**3. SITE ACCESS**

District shall allow Contractor access to the District's property as needed. If access is required during annual OC Fair hours, the District will provide necessary admission and parking credentials for the employees performing in service of the contract.

**4. INSURANCE**

Proof of insurance, meeting the requirements of the State (see Exhibit E) must be made available to the District within fifteen (15) days of contract award. Failure to do so could result in termination of said contract.

**5. WORK PERMIT LAW**

If Contractor employs youth under the age of eighteen (18) years, he/she is required by law to see that each such employee holds a valid work permit. Contractor is further required to adhere to all applicable child labor laws.

**6. PERSONNEL**

All Contractor employees are employees of the Contractor and not the District. No agent, servant or employee of the Contractor will under any circumstances be deemed an agent, servant or employee of the District.

The District reserves the sole absolute right to determine, at its discretion, that any person or agent used by Contractor in the performance of the contract shall be excluded from such performance on the grounds that his or her appearance or conduct is detrimental to the District's operation. Determination of these matters by District Management shall be final.

**7. POTENTIAL SUBCONTRACTORS/INDEPENDENT CONTRACTORS**

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any subcontractors/independent contractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations contained herein. The Contractor agrees to be as fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor's obligation to pay its subcontractors/independent contractors is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any subcontractor/independent contractor.

Subcontracting of goods or services must be approved in writing by the District.

**EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)**

Page 2 of 5

**8. SUPPLIERS**

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any suppliers.

The Contractor agrees to be as fully responsible to the District for the acts and omissions of its suppliers and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its suppliers is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any supplier.

**9. TRAVEL, TRANSPORTATION AND ACCOMMODATIONS**

Contractor is responsible for all necessary travel, fuel, transportation and housing accommodations.

**10. INVOICES**

Invoices shall be submitted upon completion of services rendered to the District.

All invoices must contain Contractor's invoice number, District-issued Purchase Order (PO) number, detailed work logs and hours by Service Type for the labor required to fulfill these services.

Contractor shall send invoices and any supporting documentation via email to [AP@ocfair.com](mailto:AP@ocfair.com) (the District's preferred mechanism) or mail to OC Fair & Event Center, Attn: Accounts Payable, 88 Fair Drive, Costa Mesa, CA 92626.

Upon contract award and throughout the duration of the contract, Contractor shall work with the District to ensure invoicing needs are continually met.

**11. PAYMENT**

Payments to the Contractor will be made by the 32<sup>nd</sup> District Agricultural Association and paid in full within 30 days upon satisfactory completion of each event and receipt of proper invoice.

**12. PRICING/FINANCIAL PROPOSAL BID FORM**

The Financial Proposal Bid Form will be used to develop the "not to exceed" amount of the contract. The estimated quantities provided are based upon historical experience and anticipated future needs, and may change depending upon actual needs/usage. Billing/invoicing will be determined by multiplying actual usage by the Service Type rate as entered on the Financial Proposal Bid Form.

The District may elect to add a contingency line item to accommodate specifications within the scope of the effort, if approved by the District, during the implementation of this contract.

**13. MEGAN'S LAW SCREENING**

All of Contractor's employees, agents, servants, volunteers, independent contractors and/or employees, agents, servants, volunteers, independent contractors of Contractor's subcontractors who will be performing job related duties on District premises must pass background checks under "Megan's Law" as required by the District's current Megan's Law policy (and as that policy may be amended by the District from time to time), and any other reasonable background checks that may be required by the District as a result of policies adopted by the District's Board of Directors. Contractor will certify in writing that they have conducted the required screening and will indemnify the District for any negligence arising out of or connected with their obligations pertaining to the required screening. Contractor shall not be held liable for the lack of or inaccuracies in reporting made available by the states. A full, true and correct copy of the District's current Megan's Law policy is attached.



**EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)**

Page 3 of 5

**14. RIGHT TO REPLACE/DISMISS**

Contractor's onsite personnel are subject to approval of the District during the entire term of contracted services. The District has the right, in accordance with applicable law, to require replacement of Contractor's onsite personnel or any member of Contractor's onsite personnel.

If at any time the District determines that any employee, agent or officer of Contractor or of Contractor's permitted subcontractors, is in violation of District policies regarding harassment, discrimination or offensive behavior or Megan's Law, or fails to meet the District's safety and customer service standards, the District may notify Contractor verbally and/or in writing. Contractor will promptly correct the behavior, performance or condition giving rise to the notification described herein to the satisfaction of the District. If Contractor fails to correct the behavior, performance or condition giving rise to the notification described herein, the District may demand that Contractor (or Contractor's subcontractor, as the case may be) cease using said employee at the District's facilities and Contractor (or Contractor's subcontractor, as the case may be) will promptly comply with such request. If the District requests replacement of onsite personnel or any of its members, Contractor must furnish a replacement immediately or as otherwise determined necessary by the District. Nothing contained in this paragraph shall obligate the District to monitor the behavior of Contractor's employees or of Contractor's subcontractor's employees. The District retains the right to review the resumes of all Contractor personnel and confirm compliance.

**15. GRATUITIES**

Contractor is prohibited from offering any gift or gratuity to employees and/or officers of the 32<sup>nd</sup> District Agricultural Association, as employees and officers are not permitted to accept them under any circumstances. Contractor and/or Contractor's employees shall not solicit or accept any gifts. This includes cash, tickets, food, drinks, merchandise or any other items from District staff, promoters and/or vendors to perform the functions detailed in this agreement. Any violations of this policy may result in the dismissal of the employee and a performance violation notice issued to the Contractor.

**16. EVALUATION OF CONTRACTOR PERFORMANCE**

Contractor will be evaluated on their performance, including, but not limited to, Contractor's record of conforming to contract requirements and to standards of good workmanship; Contractor's record of forecasting and controlling costs; Contractor's adherence to contract schedules, including the administrative aspects of performance; Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; Contractor's record of integrity and business ethics, and generally, Contractor's business-like concern for the interest of the District and its customers.

Contractor shall work with District staff to ensure contract compliance, whether by phone, email or in-person meetings, as determined necessary by the District. The District retains the right to notify Contractor of any performance issues at any time for the duration of the contract term. Notification will be provided in writing to Contractor, whereupon Contractor shall have five (5) days to respond to the District's request for compliance. Unless mutually agreed upon otherwise, performance issues shall be corrected within fifteen (15) days of District's notification to Contractor.

Failure to supply equipment and/or personnel as required may result in a notice of default and/or an adjustment to the fees charged for equipment and/or labor.

Contractor may be disqualified from potential bidding opportunities if the District deems Contractor as unresponsive to repeated requests for corrective action.

**17. NON-EXCLUSIVE AGREEMENT**

Contractor understands and agrees that this is a non-exclusive agreement. The District may hire other contractors for work of a similar or identical nature.

**EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)**

Page 4 of 5

**18. TERMINATION**

The District reserves the right to terminate any contract at any time with or without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations and/or performances required in the terms of the contract.

**19. FORCE MAJEURE**

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.

**20. PHONE NUMBERS**

Contractor shall provide the District with phone numbers for their authorized representative(s) and with a 24-hour "On Call" phone number for emergencies.

**21. VEHICLES, EQUIPMENT AND SUPPLIES**

All vehicles and equipment such as utility carts, trucks, trailers, vans, boom lifts, scissor lifts, pressure washers, back pack blowers, hand trucks, brooms, hoses and pickers and all cleaning supplies such as stripper, detergents, sanitizers, air fresheners and other chemicals shall be owned and/or provided by Contractor. The District will provide consumable paper products, waste receptacles and plastic waste receptacle liners. All vehicles and equipment will be clearly marked with Contractor's company name and/or logo. Equipment shall be in proper operating condition with all guards in place. No equipment shall be left unattended. Equipment and supplies must be stored in designated areas agreed upon by the District. All Safety Data Sheets (SDS) for all chemical-cleaning products used must be on-site accessible by the District, per Global Harmonization System (GHS). Contractor shall take all necessary safety precautions when using vehicles, equipment and cleaning products. Drivers of all vehicles and equipment shall possess a valid driver license and be 18 years of age or older. Street sweepers should be South Coast Air Quality Management District Rule 1186 certified and Rule 1186.1 compliant and no older than 2 years. Contractor shall furnish all necessary labor, supervision, equipment, tools, materials (excluding dumpsters), permits, transportation and insurance in the performance of these specifications.

**22. VEHICLE UTILITY CARTS**

Contractor may provide utility carts for employees, if necessary, to complete Scope of Work. Carts are not permitted to park in front of buildings or in pathways blocking pedestrian access points. Drivers shall possess a valid driver's license and be 18 years of age or older and abide by all applicable local, State and Federal laws related to cart safety. Weather protection of equipment is the responsibility of the Contractor.

**23. VENUE CLEAN-UP**

- a. Contractor is to keep job site clean daily and upon project completion.
- b. Contractor shall sweep and blow all debris daily and upon project completion.
- c. Contractor will dump all green waste in the provided 40 yard dumpster on OCFAIR grounds.
- d. Do not dispose of any construction material or project waste on OCFAIR grounds or in OCFAIR containers.
- e. Contractor is to keep all compound and chemicals out of storm drains & sewers.
- f. Contractor will protect ground surfaces from oil and other leaks that may come from service trucks.

**EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)**

Page 5 of 5

**24. PERSONNEL POLICY**

All Contractor employees must receive an orientation on the duties they will be required to perform, safety training to ensure employees working with chemicals are familiar with SDS per GHS and harassment training (prior to working). In addition, ongoing customer service training will be required during the term of this contract to educate current employees and new hires. Contractor is required to supply all required training and a schedule of planned training shall be provided to the District at the beginning of every quarter in January, April, July and October. All employees will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property; when entering and while working on the grounds. Badges will have the name visible and worn on the upper right or left torso. All badges must be returned from terminated employees. All other employee badges must be returned on Friday following the end of the OC Fair. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

**26. UNIFORMS AND BADGES**

Contractor's employees shall be at all times neatly and cleanly uniformed and must meet reasonable prescribed grooming guidelines and appearance standards.

The District requires Contractor's employees to wear badges, identification cards, and/or credentials in a clearly visible location (per attached procedure) while Contractor's employees are on the District's premises. Contractor personnel will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property, when entering and while working on the grounds. Badges shall have the name visible and worn on the upper right or left torso. Badges are specific to each person and are non-transferable. All badges must be returned from terminated employees. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

**27. SUBCONTRACTING**

Subcontracting of goods or services must be approved in writing, by the District.

**28. FIRE REGULATIONS**

All fire regulations as prescribed by the State Fire Marshal must be strictly adhered to.

-End Exhibit H-

## **EXHIBIT I – COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES**

Page 1 of 3

### **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.

## **EXHIBIT I – COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES**

Page 2 of 3

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.

**EXHIBIT I – COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES**

Page 3 of 3

**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 \_\_\_\_\_, 20\_\_\_\_

**OCFEC BUSINESS PARTNER**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

-End Exhibit I-



**Moor + South/Pier Management Co. LP DBA: Tandem Partnerships**  
**SA-224-23YR**  
**PAGE 33 of 33**

July 11, 2023

To: All Potential Bidders

From: Kelly Vu, Business Services Supervisor

Re: Addendum #1, RFP # SS-11-23

The purpose of this addendum is to revise the components of the Request for Proposal (RFP) for Sales Services. All terms and conditions of the original RFP remain unchanged.  
Document to be revised as follows:

1. RFP, PART II, GENERAL INFORMATION  
Page 5, Section E. TENTATIVE SCHEDULE

Original: “\*The mandatory walk-through is to give Bidders a further understanding of the venue and venue requirements.”

Change To: “\*The optional walk-through is to give Bidders a further understanding of the venue and venue requirements.”

All other terms and deadlines remain unchanged.

To comply with the Addenda (Addendum) requirements we are asking that bidders to either reply to this email such as “Received RFI #1, Addendum #1” or acknowledge on the Financial Proposal Bid Form on the right-hand corner with “Received RFI #1, Addendum #1”. We will consider both options as confirmation.

Thank you.

-End Addendum #1-

[Reset Form](#)[Print Form](#)

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

## STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

SA-223-23YR

PURCHASING AUTHORITY NUMBER (If Applicable)

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

## CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

U.S Bank National Association

CONTRACTOR BUSINESS ADDRESS

800 Nicollet Mall

CITY

Mineapolis

STATE

MN

ZIP

55402

PRINTED NAME OF PERSON SIGNING

Brian Richter

TITLE

Senior Vice President

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

## STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

32 District Agricultural Association, OC Fair &amp; Event Center

CONTRACTING AGENCY ADDRESS

88 Fair Drive

CITY

Costa Mesa

STATE

CA

ZIP

92626

PRINTED NAME OF PERSON SIGNING

Michele Richards

TITLE

Chief Executive Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE



DATE SIGNED

9-25-23

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

[Reset Form](#)[Print Form](#)

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

SA-223-23YR

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

32ND District Agricultural Association/OC Fair &amp; Event Center

CONTRACTOR NAME

U.S Bank National Association

2. The term of this Agreement is:

START DATE

11/1/2023

THROUGH END DATE

MSA-5-23-99-37-01 Expiration date Unless terminated earlier by State Agency

3. The maximum amount of this Agreement is:

0.00

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

| Exhibits                            | Title                              | Pages |
|-------------------------------------|------------------------------------|-------|
| Exhibit A                           | TPS MSA Participation Requirements |       |
|                                     |                                    |       |
|                                     |                                    |       |
|                                     |                                    |       |
| <div><div>+</div><div>-</div></div> |                                    |       |

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>